



CITY COUNCIL ACTION REPORT

August 15, 2011

TO: John Szerlag, City Manager

FROM: Susan A. Leirstein, Purchasing Director
William S. Nelson, Fire Chief

SUBJECT: Standard Purchasing Resolution 4: MITN Cooperative Award –
City of Rochester Hills – Fire Hose Testing

Background

In 2009, the City of Rochester Hills obtained bids for fire hose testing via the Michigan Intergovernmental Trade Network (MITN) website of which the City of Troy is part.

The City of Rochester Hills accepted the low bid received from Waterway Michigan LLC for a one-year contract with options to renew for two additional one-year periods for unloading, testing and reloading fire hose. The City of Rochester Hills has exercised the second option to renew for 2011 and extended the award to MITN Purchasing Cooperative members. All pricing, terms and conditions from Waterway remain the same as originally bid.

Fire hose is required to be tested annually by the National Fire Protection Association standards. This hose testing project is for the 2011-2012 fiscal year.

Financial Considerations

Funds are budgeted for this service in the 2011-2012 fiscal year under Fire Halls, Contractual Services, General Account #344.7802.070.

Due to the MITN program the total purchase is estimated at \$10,603.00

Recommendation

City management and the Fire Department request authorization to contract for fire hose testing services from the low bidder, Waterway Michigan, LLC, of Caledonia, MI, as a result of a MITN cooperative award for the unloading, testing and reloading of approximately 50,490 feet of fire hose for an estimated total cost of \$10,603.00.



innovative by nature

August 4, 2011

Bryan K. Barnett
Mayor

City Council

Ravi Yalamanchi
District 1

J. Martin Brennan
District 2

Greg Hooper
District 3

Nathan Klomp
District 4

Vern Pixley
At-Large

James Rosen
At-Large

Michael Webber
At-Large

City of Troy
Attn: Susan Leirstein CPPB CPPO
Director of Purchasing
500 West Big Beaver
Troy, Michigan 48084

Re: ITB-RH-09-011
Fire Hose Testing

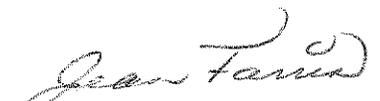
Dear Susan,

The City of Rochester Hills awarded a bid solicitation to Waterway, Caledonia, Michigan in 2009. The Invitation to Bid included language for options to renew for two (2) additional one (1) year periods. The City exercised its option to renew for 2011 fire hose testing with Waterway.

The award has been extended to the MITN Purchasing Cooperative members. The bid submitted by Waterway is attached for your information.

If you require further documentation, please let me know.

Sincerely,


Jean A. Farris CPPB
Supervisor of Procurement



Waterway of Michigan , LLC.
 3509 108th Street
 Caledonia, Michigan, 49316
 800-991-6297 – Phone/Fax
 www.waterwayofmichigan.com
HOSE & LADDER TESTING CONTRACT

DATE: 03/01/2011		County: Oakland	
FROM: Waterway of Michigan, LLC. 3509 108 th Street Caledonia, Michigan, 49316		TO: Troy FD 500 West Big Beaver Troy, MI, 48084 Att: Pete Hullinger 248-524-3419	
TOTAL FOOTAGE	Description	PER FT.	EXT.
50,490	Hose	\$0.21	\$10,602.90
TAX I.D.#		TAX	TOTAL: \$10,602.90

SERVICE TEST INCLUDES:

- Test all hose to NFPA 1962 standards
- Test all ground ladders to NFPA 1932 standards
- Unpack/Re-pack all hose beds & racks
- Check all couplings/lubricate/as needed
- Check and replace all gaskets as needed
- Stenciled numbering system
- Stencil station # or initials/upon request for additional fee
- Complete computer report
- **Waterway will provide all LABOR.**

Waterway, Inc. will inspect and service test all hose in accordance with the standards of the NFPA as set forth in the section titles "Care, Use and Maintenance of Fire Hose, Connections and Nozzles." It is expressly understood and agreed that Waterway, Inc. shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, relative to the use of any tested fire hose, connections or nozzles after the date of inspection. Furthermore, Waterway, Inc. will not be held liable, obligated or accountable for any hose lengths that fail during testing under specified conditions and pressures.

The customer will be responsible for the water supply and any costs associated with the testing. A computer test record will be supplied upon payment for services.

** *****24/7 COMPUTER RECORD ACCESS*****
 *** PAYMENT DUE WITHIN 30 DAYS OF TEST COMPLETION ***
 *** Sign and return one copy of this estimate. ***

SIGNATURE  DATE: 3-30-11

SEALED BIDS FOR FIRE HOSE TESTING

BID TABULATION

NAME	WATERWAY	FIRE CATT, LLC
ADDRESS	Caledonia MI	Troy, MI
On Site hose testing. Awarded vendor shall unload & re-load approx 190,000 ft of hose	2009 \$.21/ft 2010 \$.22/ft 2011 \$.23/ft	2009 \$.275/ft 2010 \$.29/ft 2011 \$.305/ft
On Site hose testing w/ community's personnel unloading & re-loading approx 150,000 ft of hose	2009 \$.18/ft 2010 \$.19/ft 2011 \$.20/ft	2009 \$.19/ft 2010 \$.205/ft 2011 \$.22/ft
References	Bedford Township Fire Dept Fowlerville Area Fire District Dansville Fire & Rescue	Troy Fire Department Ann Arbor Fire Department Franklin Bingham Fire Department
Complete list of service technicians including training & certifications. Can be submitted after bid opening upon City's request	Not Attached	Attached
Can meet insurance requirements	Yes	Yes
Exceptions:	Barcodes are not installed due to the fact that there has not been found a cost effective way to install a bar code that will hold up to the environmental conditions that the fire service puts the fire hose through.	1-Additional documentation of benefits utilizing Fire Catt are attached 2-An additional \$.02/ft will be charged if less than 6 fire dept personel are provided when community personnel are provided 3-An additional \$.02/ft will be charged if test location is less than 300 ft in length and 30 ft in width. 4-All hose testing will be completed by 10/31/2009

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Dated: March 9, 2009

**NOTICE OF INTENT TO ACCEPT
SEALED BIDS FOR FIRE HOSE TESTING
ITB-RH-09-01 1**

Sealed bids for **FIRE HOSE TESTING** for the City of Rochester Hills and Oakland County Fire Departments will be received by the City of Rochester Hills at the Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 at **3:00 p.m.**, Local Time, **MONDAY, MARCH 30, 2009**, at which time and place said bids will be publicly opened and read aloud.

The complete specifications for the **FIRE HOSE TESTING** bid are included for your review.

The City of Rochester Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, select City Services, Purchasing and Vendor Registration to link to the MITN website. Final bid results will be posted on the MITN website after award.

Any deviation from the specifications must be noted on the bid.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Please submit bid on or before the date and time given above to:

Jean A. Farris, CPPB, Supervisor of Procurement
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

All bids (**3 copies**) must be submitted in a Sealed Envelope marked **“BID – “FIRE HOSE TESTING”** or electronically on the MITN website.

SPECIFICATIONS

The City of Rochester Hills, Michigan is accepting bids for the City of Rochester Hills and other Oakland County Fire Departments for furnishing all equipment, labor and materials to provide fire hose testing for one (1) year with options to renew for two (2) additional one (1) year periods in accordance with the following specifications that are considered an integral part of this bid.

- I. Furnish on-site fire hose testing at locations to be designated by each Oakland County community in accordance with specifications. Awarded Vendor shall unload and re-load an approximate total of 190,000 feet of hose for the communities listed in this solicitation.
- II. Furnish on-site fire hose testing at locations to be designated by each Oakland County community with community’s personnel unloading and re-loading an approximate total of 150,000 feet of hose in accordance with specifications for the communities listed in this solicitation.
- III. Awarded vendor shall contact each community to schedule hose testing times and locations. All hose testing shall be completed by August 15, 2009.

Quantities are estimates and not guaranteed. The entities will not be penalized for testing more or less than the stated quantities.

The Contractor shall confine his/her work to the area assigned in this project. The City will not be liable for damage to property due to the Contractor’s negligence. The Contractor will be responsible for repairing any damage to any area not considered as part of the work.

The Contractor shall furnish all supervision, labor, insurance and supplies necessary to perform services. The Contractor is responsible for providing proper equipment and trained personnel to execute the requirements of the contract.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

PARTICIPATING OAKLAND COUNTY FIRE DEPARTMENTS

Bloomfield Township Fire Dept
4200 Telegraph Road
Bloomfield Hills, MI
Attn: Assistant Chief Bigger
248-433-7799

Commerce Township Fire Dept
2401 Glengary Rd.
Commerce Twp., MI 48382
Attn: Chief Joe Schornack
248-560-0126

Brandon Township Fire Dept
53 South St.
Ortonville, MI
Attn: Chief David Kwapis
248-627-4000

Farmington Public Safety
23600 Liberty Street
Farmington, MI
Attn: Sgt. Reginald Madeline
248-474-5500 Ext 241

Franklin-Bingham Fire Dept
32707 Franklin Road
Franklin, MI
Attn: Chief Tony Averbuch
248-626-9862

Village of Holly
313 Broad Street
Holly, MI
Attn: Chief Steve McGee
248-467-0078

Independence Fire Dept
6500 Citation Drive
Clarkston, MI 48346
Attn: Chief Steve Ronk
248-625-1924

North Oakland County Fire Authority
PO Box 129
Holly, MI
Attn: Chief Jeremy Lintz
248-634-4511 Ext 0

Oakland Township Fire Dept
4393 Collins Road
Rochester, MI
Attn: Chief Bill Benoit
248-651-6930

Rochester Fire Dept
277 E. Second Street
Rochester, MI 48307
Attn: Chief John Cieslik
248-651-4470

Troy Fire Dept
500 W. Big Beaver Road
Troy, MI
Attn: Peter Hullinger
248-524-3419

Waterford Fire Dept
2495 Crescent Lake Road
Waterford, MI 48329
Attn: Dep. Chief Steve Booth
248-618-7565

Groveland Fire Dept
14645 Dixie Hwy.
Holly, MI 48442
Attn: Chief Steve McGee
248-634-7722

Huntington Woods Public Safety
12755 W. 11 Mile Road
Huntington Woods, MI
Attn: Lt. Neil Gensler
248-541-1180

Milford Fire Dept
1100 Atlantic Street
Milford, MI
Attn: Chief Larry Waligora
248-684-2335

Novi Fire Dept
42975 Grand River Avenue
Novi, MI
Attn: Dist, Chief Jeff Johnson
248-866-8213

Pontiac Fire Dept
123 E. Pike
Pontiac, MI
Attn: Dept Chief Mike Wells
248-758-3501

Rochester Hills Fire Dept
1111 Horizon Court
Rochester Hills, MI 48309
Chief Ron Crowell
248-656-4720

Walled Lake Fire Dept
1499 E. West Maple
Walled Lake, MI 48390
Attn: Chief Ken Van Sparrentak
248-960-2045

Wixom Fire Dept
1345 N. Wixom Road
Wixom, MI
Attn: Chief Jeff Roberts
248-624-1055

Each City or Government entity will provide their own purchase order(s) and testing locations(s) and they must be invoiced separately to the address indicated on their individual purchase orders. Each City or Government entity will only assume responsibility for payment or orders placed for that entity.

SPECIFICATIONS

Bids are requested for fire hose testing per the most recent revision of NFPA 1962 standard as per the specifications contained herein:

- Fire hose testing service shall include but not be limited to the following: labor, travel, per diem, equipment and incidentals to test each hose length including multiple diameter lengths simultaneously to test pressures as per the most recent revision of NFPA standard 1962.
- The successful contractor shall test hose on-site in the City of Rochester Hills and other Oakland County communities at mutually agreed upon locations to stated service ratings.
- The service shall be provided on consecutive days until completion, all hose shall be returned to the hose bed or hose rack that it was removed from.
- The contractor shall furnish a hard copy and an electronic copy of the test results within two (2) weeks of testing.
- The hose shall also be bar coded and permanently identified with stenciling. Please specify any other tracking system offered by your company.

OPTIONAL – ADDITIONAL ENTITIES:

EXTENSION OF AWARD TO THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK COOPERATIVE

The City of Rochester Hills is a member of MITN (Michigan Intergovernmental Trade Network Cooperative). If your company is awarded item(s) referenced in the Invitation To Bid, the cooperative governmental entities may wish to issue a purchase order for the item(s) awarded in the bid proposal. Each entity is responsible for their own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

 X If an award is made by the City of Rochester Hills, it is agreed that the contract will be extended to MITN Purchasing Cooperative members and associate entities under the same prices, terms and conditions.

 Our company is **NOT** interested in extending the contract to other MITN Cooperative members not included on the original solicitation.

GENERAL REQUIREMENTS

The successful bidder must meet and provide all requirements as outlined in the specifications contained herein. All bids shall be in conformance with and subject to Specifications and other bid documents as contained herein.

To receive consideration, bids shall be received prior to the specified time of opening as designated in the bid documents. **NO LATE BIDS WILL BE ACCEPTED.** Bids received after the time or date prescribed herein shall not be considered for award. The City reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the City's Purchasing Division. Bids may be mailed or delivered to the City of Rochester Hills Purchasing Division or submitted electronically through the MITN website. No faxed or other forms of electronic submission will be accepted.

The Bid Form must be completed entirely and submitted with the Bid.

All bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid.

No bidder may withdraw a bid after the actual date of the opening thereof except in a case where a bidder demonstrates to the City's reasonable satisfaction that a material and substantial mistake was made in preparing the bid, in which event the bidder shall have 24 hours after the opening of the bid to deliver to the City a notice, in writing, that the bidder desires to withdraw the bid and state the reasons therefore. Once a bid is withdrawn, it may not be re-bid.

The City reserves the right to reject any and all bids and to waive any defect or irregularity in bids. The City reserves the right to accept any separate item in the bid; and to accept the bid that in the opinion of the City is to the best advantage and interest of the public based on price, availability and service.

The City of Rochester Hills reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same bid when in its judgment it best serves the City of Rochester Hills.

Any deviations from the specifications must be noted in the proposal.

The City reserves the right to waive any informalities or immaterial omissions or defects not involving price, time or changes in the work. In the case of error in the extension of prices in the bid or other arithmetic error, the unit price shall govern.

No bid will be accepted from any person, firm or corporation who is in arrears upon and obligation to the City or who otherwise may be deemed irresponsible or unreliable to the City.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

All correspondence or inquiries from interested vendors regarding this bid proposal shall be directed to the attention of: Jean Farris, Supervisor of Procurement, City of Rochester Hills, Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, 248-841-2538; farrisj@rochesterhills.org

Only those persons designated above are authorized to seek additional information from prospective vendors regarding their bid proposals. Correspondence or inquiries made directly to vendors regarding their bid proposals from all other persons are to be directed to those City employees designated above for appropriate review and response.

Any significant explanation desired by a bidder, regarding the meaning or interpretation of the Bid must be requested with sufficient time allowed for a reply to reach all prospective bidders before the submission of their bids. Any information given to a prospective bidder concerning the bid will be furnished to all prospective bidders as an amendment or an addendum to the bid, if such information would be of significance to uninformed bidders. The City shall make the sole determination as to the significance to uninformed bidders. Questions regarding the bid **must be made in writing prior FRIDAY, MARCH 20, 2009, at 12:00 noon**, at which time a response will be prepared and forwarded to all vendors.

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful bidder with tax exemption certificates upon request.

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications as outlined in the bid document. Reference to particular trade names, manufacturers, or model numbers are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other trade names, manufacturers, or model numbers unless otherwise stated. However, the Bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

The City of Rochester Hills shall accept no changes to the bid document made by the vendor unless those changes are set out in the "Exceptions" provision of the authorized version of the bid document. Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions or omissions to the terms and conditions, specifications or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever; shall be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Ownership of all data, materials and documentation originated and prepared for the City of Rochester Hills pursuant to the Invitation to Bid and the subsequent contract shall belong exclusively to the City of Rochester Hills. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Invitation to Bid is not assured.

The City of Rochester Hills shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Rochester Hills' best interest and will be final. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified bidder, re-bid the contract, or do whatever is deemed to be in its best interest.

The contractor shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further represents that advice and consultation provided will be within its authority

and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to the requested services.

The contractor shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.

All work shall meet with the approval of the Fire Chief or his authorized representative, as conforming to the provisions and requirements of this contract.

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 19073, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age national origin, height, weight, handicap or marital status be excluded from participation, in be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended. The successful proposer shall furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).

AWARD OF CONTRACT

The bid will be awarded to the responsible, responsive bidder whose bid conforming to this solicitation will be most advantageous to the City, price and other factors considered.

The City reserves the right to reject any and all bids, in part or whole, and to waive any informalities or irregularities in bids received.

CHANGES AND ADDENDA

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division and posted on the MITN system. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda.

METHOD OF PAYMENT

Payment shall be made from supplier's invoice submitted to cover items received and accepted during the billing period. Invoices must contain the purchase order number under which the contract is awarded.

Partial payments are not authorized on individual written purchase orders issued for this procurement. Payment will be made upon final delivery and acceptance of all services/equipment/supplies ordered on each purchase order issued.

Any bid 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 entity representative.

INSURANCE REGULATIONS

The contractor shall not commence work, nor will the City sign a Contract, until vendor has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached. Failure of the Consultant to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$1,000,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. The Consultant shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."
6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the

following "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309."

6. If any of the above coverages expire during the term of the contract, the Consultant shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

BID FORM – ITB-RH-09-01 1 FIRE HOSE TESTING

Each bidder must use the attached Bid Form to submit their bid.

BIDDER SHALL COMPLETE EVERY SPACE IN THIS SECTION. FAILURE TO COMPLETE EVERY SPACE ON THIS FORM MAY DISQUALIFY BID! PRICES SHALL REMAIN FIRM FOR 90 DAYS OR BID AWARD, WHICHEVER COMES FIRST, EXCEPT THE SUCCESSFUL BIDDER WHOSE PRICES SHALL REMAIN FIRM FOR THE ENTIRE CONTRACT PERIOD.

- I. Furnish on-site fire hose testing at locations to be designated by each Oakland County community in accordance with specifications. Awarded Vendor shall unload and re-load an approximate total of 190,000 feet of hose for the communities listed in this solicitation.

<u>YEAR 2009</u> (Unit Price Per Foot)	<u>YEAR 2010</u> (Unit Price Per Foot)	<u>YEAR 2011</u> (Unit Price Per Foot)
\$ 0.21 /foot	\$ 0.22 /foot	\$ 0.23 /foot

- II. Furnish on-site fire hose testing at locations to be designated by each Oakland County community with community’s personnel unloading and re-loading an approximate total of 150,000 feet of hose in accordance with specifications for the communities listed in this solicitation.

<u>YEAR 2009</u> (Unit Price Per Foot)	<u>YEAR 2010</u> (Unit Price Per Foot)	<u>YEAR 2011</u> (Unit Price Per Foot)
\$ 0.18 /foot	\$ 0.19 /foot	\$ 0.20 /foot

All prices bid are to be in U.S. Currency.

REFERENCES:

Company shall list at least (3) clients who have recently had similar work performed by your company.

COMPANY: Bedford Township Fire Department

ADDRESS: 800 Jackman Rd

CITY: Temperance

ZIP: 48182

TELEPHONE: 734-847-8280

CONTACT: Joe Keane

EMAIL: jkeane@bedfordmi.org

COMPANY: Fowlerville Area Fire District

ADDRESS: 200 N Grand

CITY: Fowlerville

ZIP: 48836

TELEPHONE: 517-223-8561

CONTACT: John Wright

EMAIL: Fowlerville-afd@cablespeed.com

COMPANY: Dansville Fire & Rescue

ADDRESS: 1420 Johnson

CITY: Dansville

ZIP: 48819

TELEPHONE: 517-623-6691

CONTACT: Tim Whipple

EMAIL: firechief@inghamtownship.com

Companies must provide a complete list of their service technicians and include the training and certifications held by those technicians. At the City's option, the documentation may be submitted after the bid opening but prior to bid award within 48 hours of a verbal request.

Attached

Not Attached

Company can meet insurance requirements as outlined herein. Yes No

Exceptions - Any exceptions, substitutions, deviations, etc., from the specifications must be stated below.

1 - Barcodes are not installed due to the fact that there has not been found a cost effective way to install a bar code that will hold up to the environmental conditions that the fire service puts the fire hose through.

BIDDER INFORMATION:

COMPANY NAME: Waterway of Michigan

ADDRESS: 419 Greenview Dr

CITY: Caledonia **STATE:** MI **ZIP:** 49316

TELEPHONE: 616-622-2049 **FAX:** 616-839-6000

EMAIL: dvanputten@waterwayinc.com

COMPANY WEB ADDRESS: www.waterwayinc.com

DATE: 3/30/2009

The undersigned hereby declares that he/she has carefully read and understands the Invitation to Bid, has full knowledge of the scope, nature, quantity and quality of work to be performed and will provide Fire Hose Testing, as described herein, for the price set forth in this bid. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services. Unless specified to the contrary, by the submission of a response to this Invitation to Bid, it will be interpreted as agreement to all provisions and requirements of this document and addendums thereto.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The bidder affirms that he/she is duly authorized to execute this bid, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the bidder has full authority to execute any resulting contract awarded as the result of, or on the basis of the bid.

By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a bid hereunder shall be considered evidence that the bidder is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Representative's Name: David Van Putten

Title: Vice President

Signature: 