



CITY COUNCIL ACTION REPORT

July 15, 2010

TO: John Szerlag, City Manager

FROM: Susan Leirstein, Purchasing Director
Gary Mayer, Chief of Police

SUBJECT: Bid Waiver: Police Gun Range Maintenance

Background

- The Police Department has regularly scheduled maintenance for the gun range.
- Since 2005 we have used Meggitt Training Systems for maintenance and repairs
- Meggitt Training System is the only certified contractor for our range equipment in the area.
- Maintenance visits have increased from twice a year to three times per year due to increased usage by the Sterling Heights Police Department.
- Cost for maintenance is \$1,595.00 per visit.
- Three (3) scheduled visits per year.
- Contract for maintenance over three (3) years is \$14,355.00.

Financial Considerations

- The City of Sterling Heights pays the City of Troy \$8,000.00 per year for use of the range. This more than covers the cost of additional maintenance.
- No additional staff is required.
- Funds for this contract are currently budgeted in the Police department's operating account 101.301.13.322.7740.090.

Legal Considerations

- Formal bidding procedures are waived as no benefit would be derived from soliciting formal bids.

Recommendation

- City management recommends entering into a three (3) year contract with Meggitt Training Systems for the maintenance and repair of the Police department gun range.

Reviewed as to form and legality:

Lori Grigg Bluhm, City Attorney

Prepared by Sgt. Donald Ostrowski

G:/Bid Award 10-11 New Format/Waiver - GunRangeMaintenance 07.10.doc



July 1, 2010

Troy Police Department
500 West Big Beaver Rd
Troy, MI 48084
Attn: Craig Fitzpatrick

MAINTENANCE AGREEMENT

- 1.1. This agreement, made and entered into this ____ of _____ 2010 by and between Meggitt Training Systems and the Troy Police Department. Under the terms of this agreement, Meggitt Training Systems will provide all labor, travel, expenses, etc., required to perform the maintenance and repairs, as needed, at the customer's facility. This agreement provides for **3** visit(s) per year to be scheduled in **conjunction with other local area visits**. All work performed will be as described herein. **Scheduling of this contract is pre-scheduled by the customer by month, specific day is the decision of both parties mutual agreement.**

- 2.1. **The work** During each visit a certified Meggitt Training Systems technician will perform the following services:
 1. Test for proper operation all components of the target conveying systems.
 2. Check and adjust drive belts, cables, electrical connection, target stops, carriers, take up assemblies and all other components of the conveying system not mentioned herein. **Any wheels, hardware, or pulleys needed will be supplied at an additional charge.**
 3. Lubricate, as required, all components requiring lubrication.
 4. Clean the overhead track system of debris as required.
 5. Repair as required any non-functioning target lane or component thereof. **Including electronic assemblies and the master control console.** (parts extra)
 6. Inspect all ballistic protection equipment including the bullet trap for improper wear and tear or the accumulation of lead and/or other debris.
 7. During the course of work the Meggitt Training Systems technician will provide the customer with basic instruction of maintenance and operation procedures.



- 3.1 **Payment** In consideration of the above, the customer agrees to pay Meggitt Training Systems within 30 days of the rendered services, the sum of **\$ 1595.00 USD per each visit** provided under this agreement, plus the amount of parts used as authorized by the customer.
- 4.1 This agreement may be renewed, subject to a renegotiated price, by the customer serving written notice on Meggitt Training Systems within 90 days of its expiration.
- 4.2 Meggitt Training Systems agrees to provide the customer liability, and workman's compensation insurance in the aggregate amount of no less than two (2) million dollars or as is required by the customer including an endorsement on the Certificate of Insurance naming customer as an additional insured.
- 4.3 All work completed under this contract will be covered by a 90 day parts and labor warranty.
- 5.1 **Exclusions** Lead removal is not covered under this agreement, but can be provided under separate cover.
- 6.1 Please indicate below when your fiscal budget year begins: July 1st and the submittal deadline for all proposal renewals: 90 days prior to expiration
- 7.1 **Other Conditions:** Please note that this contract will be for 9 visits, 3 visits a year for three years. Contract duration is 7-1-2010 thru 06-30-2013.

Pursuant to the above terms and conditions this contract has been duly executed by the following parties.

 Dave Rhine
 Meggitt Training Systems
 296 Brogdon Road
 Suwanee, GA 30024
 Phone: 612-216-3784 Fax: 612-216-3790

 Troy Police Department
 CITY OF TROY

 Louise Schilling, Mayor

 Tonni Bartholomew, City Clerk
 500 W Big Beaver Road
 Troy Michigan 48084

Resolution # _____