



**CITY of NOVI CITY COUNCIL**

**Agenda Item E  
August 10, 2015**

**SUBJECT: Approval to award bid for the purchase two (2) thermal imaging cameras for the Novi Fire Department from Douglass Safety Systems, the lowest bidder, for \$15,400.**

**SUBMITTING DEPARTMENT:** Public Safety – Fire Department *DEM*

**CITY MANAGER APPROVAL:** *PR*

<b>EXPENDITURE REQUIRED</b>	<b>\$15,400</b>
<b>AMOUNT BUDGETED</b>	<b>\$19,900</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>101-337.00-982.000</b>

**BACKGROUND INFORMATION:** *[Signature]*

As part of the 2015-16 Budget, funds were approved for the purchase of two (2) thermal imaging cameras. This request is for the purchase of two (2) new Bullard Eclipse ECLLDX Thermal Imaging Cameras, truck mounts with installation, and lanyards.

Engine 1 and Engine 2 currently have Talisman Thermal Imaging Cameras. These cameras are over ten years old and have outdated technology. The cameras are too old to be upgraded with internal parts and their batteries need to be replaced frequently due to outdated technology. The new Bullard Thermal Imaging Cameras will have the ability to pin point hot spots or victims with more accuracy with longer battery life. These cameras will save time on fire extinguishment, search and rescue, and location of victims in a vast amount of environments.

An Invitation to Bid (ITB) for thermal cameras was posted on the Michigan Intergovernmental Trade Network (MITN). Five (5) bids were received on July 14, 2015. Douglass Safety Systems was the lowest bidder meeting all the specifications.

**RECOMMENDED ACTION: Approval to award bid for the purchase two (2) thermal imaging cameras for the Novi Fire Department from Douglass Safety Systems, the lowest bidder, for \$15,400.**

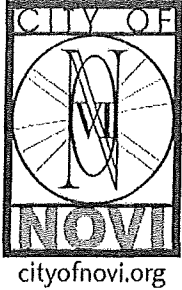
	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

CITY OF NOVI  
THERMAL IMAGING CAMERAS BID TABULATION  
July 14, 2015 2:00 P.M.

Company	Douglass Safety Systems	EES (Essential Equipment Solutions)	EES (Essential Equipment Solutions)	Time Emergency Equipment	Pressure Vessel Testing*
Bullard Eclipse ECLLDX Thermal Imaging Camers, plus options, shipping, & training (each)	7,700.00	7,740.185	8,140.00	8,688.00	8,700.00
	X 2	X 2	X 2	X 2	X 2
<b>TOTAL FOR TWO CAMERAS</b>	<b>15,400.00</b>	<b>15,480.37</b>	<b>16,280.00</b>	<b>17,376.00</b>	<b>17,400.00</b>
Delivery ARO	30 days	15 work days	30 days	approx 3 weeks	30 days
Addenda Acknowledged	NA	NA	NA	NA	
Exceptions to specs	No exceptions		None	None	Proposing substitute (Drager UCF 9000) See attached spec sheets. We have a TIC for your Demo)
Comments			Full product info included		You have more features with 9000 than any other TIC on the market.

\* proposed a substitute



CITY OF NOVI  
THERMAL IMAGING CAMERAS

BID FORM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

**BASE BID:**

New Bullard Eclipse ECLLDX Thermal Imaging Camera per specs, including options specified, shipping & training

\$ 7700.00 each x 2 = \$ 15,400.00 Total

Delivery after receipt of Purchase Order 30 days

We acknowledge receipt of the following Addenda: N/A  
(please indicate numbers)

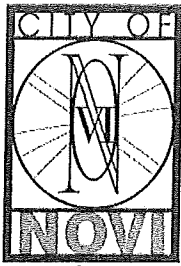
**EXCEPTIONS TO SPECIFICATIONS (All exceptions must be noted here. If necessary, include an additional sheet):**

NO Exceptions

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NON-IRAN LINKED BUSINESS:**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an



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CITY OF NOVI  
THERMAL IMAGING CAMERAS  
SPECIFICATIONS

**SPECIFICATIONS**

Quantity – Two (2)

New Bullard Eclipse ECLLDX Thermal Imaging Camera (**NO SUBSTITUTIONS**), plus the following options included:

- ECLLDX ECLIPSE BUNDLE – Bullard Eclipse Powerhouse Truck Mount Charger with one extra battery.
- ECLETT Electronic Thermal Throttle
- ECLSRH – Super hot red coloration
- ECLTEMP – Spot temperature measurement
- ECLRETRACT – Eclipse retractable lanyard
- ECLLDXCF- Upgrade 5 year warranty to cover batteries
- Price to include shipping and initial training.

**Please note: Any questions asked on or before June 25<sup>th</sup> will be answered with an addendum on June 26<sup>th</sup>. Any questions asked on June 26<sup>th</sup> through July 3<sup>rd</sup> will be answered with an addendum on July 7<sup>th</sup>.**

"Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

**THIS BID SUBMITTED BY:**

Company (Legal Registration) Douglass Safety Systems, LLC

Address 2655 N Meridian Rd Suite #16

City Sanford State MI Zip 48657

Telephone 9896877600 Fax 9896877601

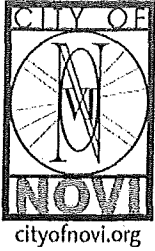
Representative's Name Beverly Reed

Representative's Title Office Manager

Authorized Signature Beverly Reed

E-mail Beverly@DougSAFE.com

Date 7-6-15



**NOTICE - CITY OF NOVI  
INVITATION TO BID**

**THERMAL IMAGING CAMERAS**

The City of Novi will receive sealed bids for **Thermal Imaging Cameras** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **July 14, 2015** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI  
CITY CLERK'S OFFICE**  
45175 Ten Mile Rd.  
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm. **OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "Thermal Imaging"** AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti  
Purchasing Manager

Notice Dated: June 22, 2015

**NOTICE TO BIDDERS:**

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy.



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**CITY OF NOVI**  
**THERMAL IMAGING CAMERAS**  
**INSTRUCTIONS TO BIDDERS**

This bid is issued by the Purchasing Office of the City of Novi.

**IMPORTANT DATES**

Bid Issue Date	June 22, 2015
Last Date for Questions	Tuesday, July 7, 2015, by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Tuesday, July 14, 2015 by 2:00 P.M.</b>

**QUESTIONS**

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

**TYPE OF CONTRACT**

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

**BID SUBMITTALS**

Provide **three (3)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

**CHANGES TO THE BID/ADDENDUM**

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at [www.mitn.info](http://www.mitn.info) . Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

### **SUBMISSION OF BID**

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. Bid is considered received when in the possession of the City Clerk. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR BID IS PROHIBITED.



### **CONSIDERATION OF BIDS**

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

### **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

### **EXCEPTIONS**

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

### **CONTRACT AWARD**

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at [www.mitn.info](http://www.mitn.info).

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

### **VENDOR DISQUALIFICATION**

The City maintains the right to disqualify vendors under the following conditions:

1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
  - (a) Failed to provide the service or supplies required;
  - (b) Provided the service or supplies in an untimely manner causing delays and interference;
  - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
  - (d) Exhibited poor quality of performance in delivering the service;
  - (e) Delivered poor quality of goods;
  - (f) Failed to comply with laws and ordinances relating to the contract performance;
  - (g) Defaulted on its quotations;
  - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
2. Vendors who are listed on the Excluded Parties List System at [www.sam.gov](http://www.sam.gov)

## **GENERAL CONDITIONS**

### **NOTICE TO BIDDERS**

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### **TAX EXEMPT STATUS**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

**FREIGHT CHARGES/SHIPPING/HANDLING**

All bid/proposal pricing is to be F.O.B. destination.

**DOWN PAYMENTS OR PREPAYMENTS**

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

**INVOICING**

Invoices must be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375. We do not accept emailed or faxed invoices.

**CONTRACT TERMINATION**

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

**TRANSFER OF CONTRACT/SUBCONTRACTING**

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

**NON-DISCRIMINATION**

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

**ACCEPTANCE OF BID CONTENT**

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

**DISCLOSURE**

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

**ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

**INDEPENDENT PRICE DETERMINATION**

By submission of a bid, the offerer certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.