

**REQUEST FOR SEALED BIDS**  
**FOR THE**  
**CITY OF ALPENA FIRE DEPARTMENT**  
**Medical Equipment**

Prepared By:

City of Alpena  
Fire Department  
501 W. Chisholm St.  
Alpena, MI 49707  
(989) 354-1840



## *Table of Contents*

	<u>Page</u>
Request for Sealed Bids .....	3
Advertisement.....	4
Instructions to Bidders .....	5
Insurance Requirements.....	7
Award Process.....	9
Bid Proposal .....	13
Bid Sheets .....	16
Agreement .....	17
Project Specifications .....	21

## **REQUEST FOR SEALED BIDS**

### **Medical Equipment**

The City of Alpena will receive sealed bids in the office of the City Clerk, Alpena City Hall, 208 N. First Avenue, Alpena, Michigan, 49707, until 2:00 p.m., Tuesday, October 17, 2017, for Medical Equipment. This project includes, but is not limited to, Medical Equipment.

The bids shall be opened and read publicly and then referred to City Council for action at a regular Council meeting.

Beginning on October 3, 2017, Specifications and other Contract documents may be obtained on the City of Alpena website at [www.alpena.mi.us](http://www.alpena.mi.us).

Questions regarding the bid contents should be directed to Chief Bill Forbush, Alpena Fire Department via letter, written facsimile (989) 354-1805 or e-mail to [billf@alpena.mi.us](mailto:billf@alpena.mi.us).

The City reserves the right to reject any and all bids and to waive irregularities in bids and to accept any bids which in the opinion of the City Council may be most advantageous to the City of Alpena and/or in accordance with the City's "Award Process" and other bidding documents.

Please mark your envelope **"SEALED BIDS – Medical Equipment, October 17, 2017."**

City of Alpena

  
By: Julie Krajniak  
Deputy City Clerk

## **ADVERTISEMENT**

### **I. Sealed Bids Due**

Sealed bids on forms prepared by the Alpena Fire Department will be received by the City of Alpena at 208 N. First Avenue, Alpena, Michigan, 49707, until 2:00 p.m. (local time) on Tuesday, October 17, 2017, for Medical Equipment, in accordance with specifications and other contract documents prepared by the City of Alpena Fire Department.

### **II. Proposals Will be Publicly Opened and Read**

At 2:00 p.m. (local time) on October 17, 2017, at 208 N. First Avenue, Alpena, Michigan, 49707. Bids received after the aforementioned time shall be considered late and returned to the submitting entity unopened.

### **III. Reviewing Documents**

Specifications and other contract documents may be reviewed on the City of Alpena website at [www.alpena.mi.us](http://www.alpena.mi.us) or at the following office:

City of Alpena  
Clerk/Treasurer's Office  
208 North First Ave  
Alpena, MI 49707

### **IV. Obtaining Contract Documents**

Specifications and other contract documents may be obtained on the City of Alpena website beginning on October 3, 2017.

## **INSTRUCTIONS TO BIDDERS**

- I. Proposals Requested for Supply of the necessary materials, tools, and all of the equipment and labor necessary, and all utilities and transportation services required to be performed and completed in workmanlike manner all of the work shown in accordance with Specifications and other contract documents prepared by the City of Alpena:
- A. Proposal: To be considered, each bidder shall submit a COMPLETE proposal in response to this Request for Sealed Bids. No other distribution of proposals is to be made by the bidder. Each proposal shall be made on a form prepared by the Fire Department and included as one of the contract documents and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.
  - B. Discrepancies: In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
  - C. Modifications: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
  - D. Examination of Contract Documents and Visit to Site: Before submitting a proposal, Bidders shall carefully read the specifications and the other contract documents, shall visit the site of work and shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the contract documents.
  - E. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened.
  - F. Withdrawal: Any Bidder may withdraw his proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of proposals.
  - G. Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.
  - H. Award or Rejection: The contract will be awarded to the responsive and responsible bidder who offers the best value to the City of Alpena in compliance

with the instructions herein and with the Advertisement. (See section "Award Process" in the "Instructions to Bidders".)

## II. Interpretation of Documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents or finds discrepancies in or omissions from the specifications he may submit to Chief Bill Forbush a written request for an interpretation or correction thereof. The person submitting the request will be responsible for the prompt delivery. All requests for information on the project shall be via, letter, written facsimile (989) 354-1805 or e-mail to billf@alpena.mi.us.

In the event that information is transmitted other than by letter, facsimile, or email, answers furnished shall not be considered official until verified in writing by the City of Alpena.

The City of Alpena does not commit to answering questions during the last seven (7) workdays prior to sealed bid opening date.

Answers that change or substantially clarify the request for sealed bids or the specifications will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the contract documents until seven (7) working days prior to date of sealed bid opening. Neither the Owner nor the Fire Chief will be responsible for any other explanations or interpretations of the contract documents.

## III. Addenda

Any addenda issued during the time of bidding or forming a part of the contract documents loaned to the Bidder for the preparation of his proposal shall be covered in the proposal and shall be made a part of the contract. Receipt of each Addendum shall be acknowledged in the proposal. Information requests shall follow the procedure as above and must be received a minimum of seven (7) working days prior to bid letting date for sufficient time to issue an addendum if warranted.

## IV. Bidders Interested in More Than One Proposal

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

V. Correction or Withdrawal of Bids; Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistake, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- A. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- B. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or that cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the City Clerk.

VI. **ALL BIDDERS - INSURANCE REQUIREMENTS**

All Bidders shall maintain at own expense during the term of this Contract the insurance coverage(s) where indicated by an [X]:

1. [X] Workers Compensation Insurance

- a. Bidder shall maintain statutory workers compensation and employer's liability insurance. Limits shall be no less than \$ 500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease, Dependent on the type of project the minimum coverage may be increased.
- b. Waiver of Subrogation - Bidder waives all rights against the City of Alpena, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Bidder.
- c. If Bidder is self-insured for purposes of workers compensation, the Bidder must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.



2. [X] Commercial General Liability and Umbrella/Excess Liability Insurance

- a. Bidder shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.
- b. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
- c. City of Alpena shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. ***A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder." A sample Certificate of Liability Insurance form is attached to the end of this policy.***
- d. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

3. [X] Business Auto and Umbrella/Excess Liability Insurance

- a. Bidder shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.



- b. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

All the above insurance policies shall contain the following wording:

"It is agreed that this insurance shall not be cancelled, materially changed, or non-renewed without at least a sixty (60) day written notice to the City of Alpena at their principal mailing address."

Insurance Company Approval and Certificates of Insurance

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Manager of the City of Alpena with certificates of insurance or a certified copy of the policy, if requested by the City Manager.

VII. Hold Harmless Clause

The Vendor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Vendor's late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to this contract; provided, however, the Vendor shall not be required to indemnify the City of Alpena, its employees, agents, public officials and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

VIII. Award Process

Responses to this request for sealed bids will be evaluated based upon the bidders current ability to provide the highest level of service and quality product that meets the requirements and goals of this request for sealed bids and is in the best interest of the City.

- A. Evaluation: All bidders must submit either a completed "Contractor's Qualification Statement" included at the end of this package or have submitted a Contractor's Qualification Statement within the past 3 years. If three or more years have passed since the submission of a Contractor's Qualification Statement, the

contractor shall submit a Statement with this bid package. The cover sheet and Sections 1 through 4 and Section 6 MUST be completed in their entirety. Section 5 "Financing" need only be submitted upon request of the City of Alpena. This document will be used in evaluating your request for sealed bids response. Failure to provide this information shall make the bid ineligible.

Bidders shall also submit unit cost and/or total project cost on the prepared proposal forms included.

- B. Past Performance: The City of Alpena reserves the right to evaluate the bidder's prior performance with the City of Alpena, and the prior performance information may be a factor in the award decision.
- C. Financial Stability: In making an award decision, the City of Alpena reserves the right to evaluate the financial stability of any bidder. The City of Alpena may seek financial information from the bidder via the "Financing" section of the "Contractor's Qualification Statement". If the City of Alpena determines in its sole discretion that contracting with a bidder presents an unacceptable risk to the City of Alpena, the City of Alpena reserves the right to not award a contract to that bidder.
- D. Additional Steps: The City of Alpena, at its option, may engage other processes in order to make a final award decision:
  - 1. Clarifications  
If it is determined to be in the best interest of the City of Alpena and/or if a bidder's proposal is unclear, the City of Alpena may request from one or all bidders, a clarification. The City of Alpena will document, in writing, clarification being requested and forward to the bidders affected. This process does not allow for changes, rather to simply clarify the proposal submitted.
  - 2. Site Visit  
The City of Alpena may conduct a site visit to tour and inspect the bidder's facilities. The City of Alpena will schedule these visits, if required.
  - 3. Pricing Negotiations  
If it is determined that the pricing offered by bidders exceeds the budget or the cost expectation for the bid, the City of Alpena may enter into negotiations with the bidders on pricing only. No modification to the technical requirements or specifications will be allowed. If once a recommendation is made to award to a bidder, the City of Alpena, at its discretion, may engage in further pricing negotiations with the recommended bidder.

- E. Method of Award: Award will be made to the responsive and responsible bidder who offers the best value to the City of Alpena. Best Value is determined by the bidder offering the best combination of the factors stated above in Sections IX-A through IX-D in the Instructions to Bidders section.

The City of Alpena reserves the right to reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined by the City of Alpena that the best interest of the City of Alpena will be served by doing so. In determining an award, qualifications of the bidder, conformity with specification of goods and/or services to be supplied, cost, and delivery terms, and a bidder's past performance on City of Alpena contracts will be considered. Bidders in violation of City Ordinance at the time of the bid opening may be considered ineligible to contract with the City or the bid may be rejected entirely.

The City reserves the right to enact the Local Bidders Preference if the City determines that bidders in question have first satisfied the conditions set forth by sections A through D of the "IX Award Process" section. The City may grant an award to a *qualified* local bidder/vendor as defined below for an amount equal to the lowest bid submitted meeting specifications. The following businesses shall be given the opportunity to lower their overall bid amount if they are within the following percentages:

- A. Alpena City businesses:  
Within 7% for projects under \$100,000 and 5% for projects at or over \$100,000
- B. Alpena County businesses:  
Within 5% for projects under \$100,000 and 3% for projects at or over \$100,000

City of Alpena businesses shall have priority over Alpena County businesses.

To be considered for local bidder preference, a local bidder/Vendor shall have met the following qualifications for at least one year prior to the date bid proposals are due:

1. Shall have a legal and permanent business address within Alpena County.
2. Shall be a personal property and real property taxpayer in Alpena County.
3. Shall be in compliance with all City Codes and Ordinances.
4. Shall not be indebted or in default to the City.

- F. Available Funding: In the event the low responsive and responsible bid for a construction project exceeds available funds, the City Clerk or City staff under the direction of the City Clerk, is authorized when time or economic

considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the request for bids and must be approved by the City Clerk or City Manager.

- G. Lawsuits and Arbitration: The City reserves the right not to award a contract to any individual, organization, vendor, or subvendor who has filed any lawsuits or requested arbitration with regard to construction contracts within 5 years prior to the bid.

## **BID PROPOSAL**

### **I. The Following Proposal is Hereby Made to:**

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

### **II. Evaluation Section**

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

### **III. Stipulated Amount**

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and materials, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Fire Department.

Prices and notations must be made on the bid sheets following this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

LIFEPAK 15 Remanufactured Monitor/Defibrillator, Part #:

99577-001588R includes:

Adaptive Biphasic, Manual & AED, Color LCD, 100mm  
Printer, Noninvasive Pacing, Metronome, Trending, SpO2,  
NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide

\$ \_\_\_\_\_

2 PAIR QUIK-COMBO ELECTRODES

PER UNIT - 11996-000091, TEST LOAD - 21330-001365

\$ \_\_\_\_\_

IN-SERVICE DVD - 21330-001486 (one per order)

\$ \_\_\_\_\_

SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT  
(RC Cable) 41577-000288

\$ \_\_\_\_\_

LIFEPAK 15 Batteries, AC Power Cord, Carry Case, Sensors,  
Cables, NIBP Cuff and Accessories included

\$ \_\_\_\_\_

IV. Addenda

The Undersigned hereby acknowledges receipt of the following addenda:

<u>Addenda No.</u>	<u>Dated</u>
_____	_____
_____	_____

V. Execution of Agreement and Furnishing Bonds

Within ten (10) days of receiving the prepared contract documents, the Undersigned agrees to execute the form of agreement included as part of the contract documents and to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract amount and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount.

VI. Subvendor Acknowledgment

The Undersigned hereby acknowledges all subvendors to be utilized on the above stated projects. The successful bidder agrees to bind every subvendor by the terms of the contract documents. The City reserves the right to disqualify any potential subvendor listed herein and any subvendors which the VENDOR may elect to use on the project. The City reserves the right to require subvendors to submit the information required in the section "Award Process". The contract documents shall not be construed as creating any contractual relation between any subvendor and the Owner. All subvendors shall be held accountable to the criteria and obligations as described by specifications and contract documents herein. Failure to list subvendors may result in rejection of the bid.

<u>Subvendor</u>	<u>Item of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____

VII. Execution of Contract

A Contract will be executed with the responsive and responsible bidder who offers the best value to the City of Alpena upon approval by City Council.

VIII. Bid Price Guarantee

The bidder shall honor the individual bid prices and project bid total for a period of sixty (60) days following the bid submittal date.

IX. Contract Time

If awarded the contract, the Undersigned after the receipt of the executed contract, which shall serve as the notice to proceed, shall complete all work described in the contract by **November 30, 2017**. Five hundred (\$500.00) dollars per day will be deducted from monies due the Vendor for each calendar day, exclusive of Sundays and holidays, that the work remains uncompleted beyond the completion date. Written extensions will be reviewed and may be approved by the Fire Chief with justifications.

X. Owners Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner in accordance with section "Award Process".

XI. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Vendor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

XII. This Proposal is Submitted By:

Company Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_



### **BID SHEET**

		Quantity	Price	
			p/item	Total
1.	LIFEPAK 15 Remanufactured Monitor/Defibrillator, Part #: 99577-001588R includes: Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide	1		
2.	2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365	1		
3.	IN-SERVICE DVD - 21330-001486 (one per order)	1		
4.	SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288	1		
5.	LIFEPAK 15 Batteries (2), AC Power Cord, Carry Case, Sensors, Cables, NIBP Cuff and Accessories	1		
<b>GRAND TOTAL:</b>			\$	

## AGREEMENT

I. THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Alpena, hereinafter called the OWNER, AND \_\_\_\_\_, hereinafter called the VENDOR, WITNESSETH that whereas the VENDOR intends to furnish all materials, tools, and all of the equipment and labor necessary, and all utilities and transportation services required to perform and complete in workmanlike manner all of the work shown being **Medical Equipment**, hereinafter called the PROJECT, in accordance with the specifications and other contract documents.

THE OWNER AGREES TO PAY and the VENDOR agrees to accept, in full payment for the performance of this contract, the contract amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_ )

The contract amount listed above is based on unit prices for estimated quantities. Completed contract amount may vary.

NOW, THEREFORE, the OWNER and VENDOR for the considerations hereinafter set forth, agree as follows:

II. THE VENDOR AGREES to furnish all labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- A. Contract Time: Work under this agreement shall start within ten (10) days after the receipt of the executed contract, which shall serve as the notice to proceed and shall be completed by the following date: **November 30, 2017**. Five hundred (\$500.00) dollars per day will be deducted from monies due the VENDOR for each calendar day, exclusive of Sundays and holidays, that the work remains uncompleted beyond the completion date. Written extensions will be reviewed and may be approved by the Fire Chief with justifications.
- B. Subvendors: The VENDOR agrees to bind every subvendor by the terms of the contract documents. The contract documents shall not be

construed as creating any contractual relation between any subvendor and the Owner. The VENDOR shall submit a written request and receive permission from the Fire Chief to use any subvendor other than those listed in Section VI of the Bid Proposal prior to that subvendor working on the project.

III. THE OWNER AGREES to make and the VENDOR agrees to accept payment in accordance with the unit price schedule of the proposal and in accordance with the provisions of the contract documents.

A. Progress payments will be made in accordance with the General Conditions of the contract.

IV. Contract Documents

The contract documents comprise the following general classifications of documents, including all additions, deletions and modifications incorporated therein before the execution of the agreement.

A. Bidding Documents

B. Contractual Documents

C. Standard General Conditions of the Construction Contract

D. Modifications to the Standard General Conditions of the Construction Contract

E. Special Provisions

In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)
- B. Addenda to Contract Documents
- C. Remaining Legal and Procedural Documents
  - 1. Proposal
  - 2. Information for Bidders
  - 3. Advertisement
- D. Detailed Specification Requirements
- E. Drawings
- F. Modifications of the General Conditions of the Contract (Article 18)
- G. Standard General Conditions of the Construction Contract (Articles 1 through 17)

VI. Authority and Responsibility of the Fire Chief

All work shall be done under the general observation of the Fire Chief. The Fire Chief shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of specifications and all questions as to the acceptable fulfillment of the contract on the part of the VENDOR.

VII. Successors and Assigns

This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the VENDOR, respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the VENDOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VIII. Special Provisions

The Owner and the VENDOR mutually agree that this agreement shall be subject to the Special Provisions, which shall supersede other conflicting provisions of the Agreement.

IX. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the VENDOR fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

X. Agreement Execution

IN WITNESS WHEREOF, the parties have made and executed this agreement, the day and year first above written.

City of Alpena  
OWNER

\_\_\_\_\_  
VENDOR

By: \_\_\_\_\_  
Matthew J. Waligora, Mayor Date

By: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Karen Hebert, City Clerk Date

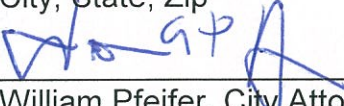
By: \_\_\_\_\_  
Title

208 N. First Avenue  
Business Address

\_\_\_\_\_  
Business Address

Alpena, MI 49707  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

 9/28/17  
William Pfeifer, City Attorney Date  
(approved as to form only)

\_\_\_\_\_  
Business Telephone Number

## **PROJECT SPECIFICATIONS**

The Alpena City Fire Department is seeking qualified sealed bids for the following items. The price of each item will all be combined together and rewarded to the overall lowest bidder. This will allow the purchase of all items from one vendor.

<b>Quantity</b>	<b>Item</b>
1	LIFEPAK 15 Remanufactured Monitor/Defibrillator, Part #: 99577-001588R includes: Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide
1	2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365
1	IN-SERVICE DVD - 21330-001486 (one per order)
1	SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288
1	LIFEPAK 15 Batteries (2), AC Power Cord, Carry Case, Sensors, Cables, NIBP Cuff and Accessories included

This page was left blank intentionally