

CITY COUNCIL MINUTES

October 24, 2022

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
UPS Battery Replacement, Troy Police Department**

Resolution #2022-10-153-J-4d

RESOLVED; That Troy City Council hereby **AWARDS** a contract for the UPS Battery Replacement at the Troy Police Department, to low bidder meeting specifications *Power Techniques, Inc. of Berkley, MI* at the unit prices contained in the bid tabulation opened September 22, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, for an estimated total amount of \$19,970.88.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including insurance certificates and all specified requirements.

PURCHASE ORDER

No. 2023-00000575

DATE: 11/09/2022

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Police
500 W BIG BEAVER RD
TROY, MI 48084

Bill To

CITY OF TROY
Police
500 W BIG BEAVER RD
TROY, MI 48084

COUNCIL RESOLUTION

2022-10-153-J-4d

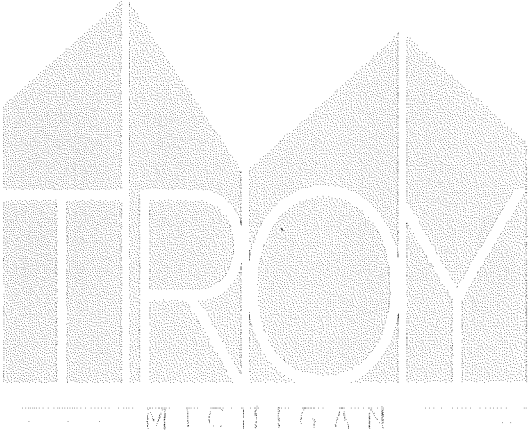
INSTRUCTIONS

Return to Department

VENDOR NO. 176187

Vendor

POWER TECHNIQUES, INC
3210 COOLIDGE HIGHWAY
BERKLEY, MI 48072

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	POLICE DEPT-UPS Battery Replacement	19,970.8800	\$19,970.88
				

Entered By: Andrew Chambliss

\$19,970.88

Special Instructions:

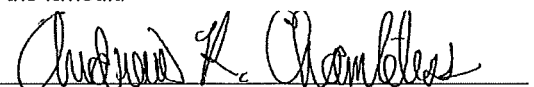
CITY COUNCIL AWARD DATE: 10/24/2022. Contract for Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - UPS Battery Replacement in accordance with the specifications and completion date of ITB-COT 22-31. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



VENDOR NAME: Power Techniques, Inc.	Batteries Plus Bulbs	United Power System	Wisecom Technologies Inc
CITY: Berkley, MI	Farmington Hills, MI	Whitehall, PA	Lanham, MD

PROPOSAL: TO COMPLETE THE UPS BATTERY REPLACEMENT AT THE CITY OF TROY POLICE DEPARTMENT

UPS Battery Replacement - Symmetra PX UPS 40 kVA
 Services includes delivery of new replacement APC batteries, used battery removal, installation of new APC batteries and proper disposal of old batteries.

ITEM	Estimated Quantity	Description	Price Per Unit	Total Price	Price Per Unit	Total Price	Price Per Unit	Total Price	Price Per Unit	Total Price
1.	48	APC Battery Cartridge (12 x SYBT4) Serial #QD1712240449 Brand: Model: Warranty:	\$416.06	\$19,970.88	\$612.08	\$29,379.72	\$616.33	\$29,584.00	\$580.36	\$27,857.50
		Schneider Electric APC SYBTU-PLP Standard 1 Year Warranty			APC APCSYBT4 1 Year		APC SYBT4 1		Not Specified SYBT4 Not Specified	
2.	48	Disposal of Used Batteries	Included in Price above		\$0.00	\$0.00	\$0.00	\$0.00	Not Specified	
GRAND TOTAL:			\$19,970.88		\$29,379.72		\$29,584.00		\$27,857.50	

Proposal Warranty Alternates:

1.	1	WARRANTY – Cost for 2 Years	See Statement in Proposal	N/A	\$0.00	Not Specified
2.	1	WARRANTY – Cost for 3 Years			\$1,000.00	

AUTHORIZED DEALER:	Y or N	Y	Y	N	Not Specified
COMPLETION DAYS:		45 to 75 days	2 days	2 days	5 days
CONTACT INFORMATION: NAME:		Daniel McKernan/ Susie Siekierski	Sherie Mann	Andrew Powell	Not Specified
24 HR. CONTACT PHONE NO.:		877-287-7835	248-914-2589	610-443-0405	
HOURS OF OPERATION:		24/7	8:00 AM - 8:00 PM	0-5 PM	
REFERENCES:	Y or N	Y	Y	Y	Y
INSURANCE:	Y or N	Y	Y	Y	Not Specified
PAYMENT TERMS:		Net 30 Days	Net 30	Net 30	Net 30
WARRANTY:		Standard 1 Year Factory Warranty	1 Year	Not Specified	3 Years
COMPLETION SCHEDULE:		Between 45 - 75 days upon issuance of PO	3 days from delivery of product	Not Specified	Not Specified
EXCEPTIONS:		None	None	None	None
ACKNOWLEDGMENT:	Y or N	Y	Y	Y	Y
FORMS:	Y or N	Y	Y	Y	N

Attest:
 (*Bid Opening conducted via Zoom)
 Sam Kalef
 Roland Gungab
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 22-31
Page 1 of 6

The undersigned proposes to complete the **UPS BATTERY REPLACEMENT AT THE CITY OF TROY POLICE DEPARTMENT** in accordance with the attached bid specifications, diagrams and site maps that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Power Techniques, Inc.

PROPOSAL:

UPS Battery Replacement - Symmetra PX UPS 40 kVA

Services includes delivery of new replacement APC batteries, used battery removal, installation of new APC batteries and proper disposal of old batteries. (Included)

Item	EST QTY	Description	Price Per	Total Price
1.	48	APC Battery Cartridge (12 x SYBT4) Serial #QD1712240449 Brand: Schneider Electric APC Model: SYBTU1-PLP Warranty: Standard 1 Year Warranty	<u>\$416.06</u>	<u>\$ 19,970.88</u>
2.	48	Disposal of Used Batteries	Included in Price above.	
			GRAND TOTAL	<u>\$ 19,970.88</u>

The pricing above includes:

- Schneider Electric Field Service Installation performed during normal hours M-F 8:00 am to 5:00 pm.
- QTY (48) New Schneider Electric APC Symmetra PX Batteries
- QTY (48) Factory Battery Test Certificates
- Removal of Used Batteries from UPS
- Installation of New Batteries
- Disposal of Used Batteries per EPA Standards.
- EPA Recycling Certificates
- Report for file
- Delivery to site including liftgate truck
- Inside Delivery to 2nd Floor – 911 Operations Center
- Scheduling Assistance of all Activities

Proposal Warranty Alternates:

1.	1	WARRANTY – Cost for 2 Years	\$ See Statement Below
2.	1	WARRANTY – Cost for 3 Years	\$ See Statement Below

The batteries in the Symmetra PX located at the City of Troy are 12 independent strings inside of the UPS. While the UPS is under an Ultra Service Agreement with Schneider Electric, the labor portion of diagnosing the failed batteries would be covered. The cost associated with a new battery cartridge is about \$675.00. We would not recommend adding additional warranties as the failure rate is very low and the cost of a new battery is minimal. Power Techniques would provide a replacement proposal at the time of failure and work with the City of Troy to keep costs down.

NOTE: Include all delivery costs, handling, packaging and service charges, if any. (Included)

UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all extension errors.

AUTHORIZED DEALER: (x) Our company is an authorized distributor of this equipment

() Our company is not an authorized distributor of this equipment.

Power Techniques is a Certified Service Sales Partner with Schneider Electric for the Symmetra PX UPS unit. Schneider Electric has 170,000 employees worldwide in over 100 countries. Within the Continental United States, there are over 550 Field Service Representatives dedicated to the maintenance and repair of UPS units. Power Techniques' office is located in Berkley, Michigan. Local Schneider techs will be dispatched for the installation of the batteries.

COMPLETION SCHEDULE:

All work shall start within five (5) calendar days after receiving notice to proceed. Once on site, all work shall be completed within 75 consecutive calendar days. If required, equipment shall not be delivered to the site(s) until the work is to commence.

Batteries are in stock and will ship upon issuance of PO.

Lead time for scheduling technician to be onsite is currently (45) days.

Estimated project completion is between 45 to 75 days.

ADDITIONAL INFORMATION:

For additional information or questions, please contact Matthew Heasley at (248) 619-7619 or at Matthew.Heasley@troymi.gov between the hours of 8:00 am and 4:30 pm, Monday through Friday.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

SUBCONTRACTORS:

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

ALTERNATES:

No substitutes or alternates will be accepted.

DELIVERY:

Items shall be delivered F.O.B. delivered to the City of Troy, Police Department Communications Data Room, Troy, MI 48084 (**Inside delivery required**).

We have included inside delivery. Power Techniques will have personal onsite during the delivery to move the batteries to the 911 operations center on the 2nd floor.

CONTACT INFORMATION:

Project Manager: Daniel McKernan
Office: 248-291-6213
Cell: 248-561-2740
Email: DMcKernan@PowerTechniquesInc.com
Address: 3210 Coolidge Hwy. Berkley, MI 48084
Hours of operation: Monday to Friday 8:00 am to 5:00 pm

Project Coordinator: Susie Siekierski
Office: 248-291-6213
Email: SSiekierski@PowerTechniquesInc.com
Address: 3210 Coolidge Hwy. Berkley, MI 48084
Hours of operation: Monday to Friday 8:00 am to 5:00 pm

UPS is under an Ultra Service Agreement with Schneider Electric.
All parts (excluding batteries) are covered under the agreement.

Tech Support is available 24/7 at: 877-287-7835.
Press (2) for Technical Support.
Press (1) for Three Phase Technical Support.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the bid proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one that pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

Two Power Techniques Employees have lived in the City of Troy for about 25 years.

CONTRACT FORMS:

Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business", the Familial Disclosure Form, and Indemnity and Hold Harmless Forms and return with your bid proposal.

IMPORTANT:

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

MSDS Attached.

COMPANY NAME: Power Techniques, Inc.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years.

COMPANY: City of Troy Police Department
ADDRESS: 500 W. Big Beaver Troy, MI 48084
PHONE: 248-619-7619
Alt Phone: 911
CONTACT: Matt Heasley
EMAIL: Matthew.Heasley@TroyMI.gov

COMPANY: City of Novi Police Department
ADDRESS: 45175 Ten Mile Rd. Novi, MI
PHONE: 248-347-0564
Alt Phone: 911
CONTACT: Al Patterson
EMAIL: APatterson@CityofNovi.org

COMPANY: City of Waterford Police Department
ADDRESS: 5150 Civic Center Dr. Waterford, MI
PHONE: 248-618-7470
Alt Phone: 911
CONTACT: Scott Good
EMAIL: SGood@WaterfordMI.gov

COMPANY NAME: Power Techniques, Inc.

INSURANCE:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the MITN Purchasing Group website.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: Power Techniques, Inc.

ADDITIONAL INSURED: Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds:** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE: All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE: The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION: The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION: After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

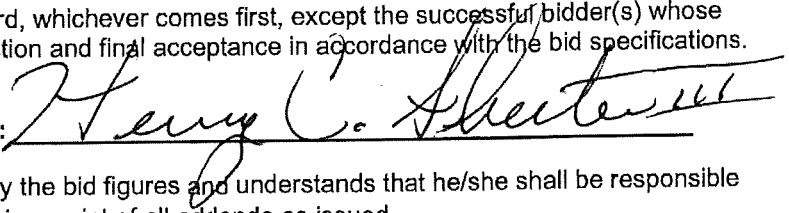
COMPANY NAME: Power Techniques, Inc.

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through project completion and final acceptance in accordance with the bid specifications.

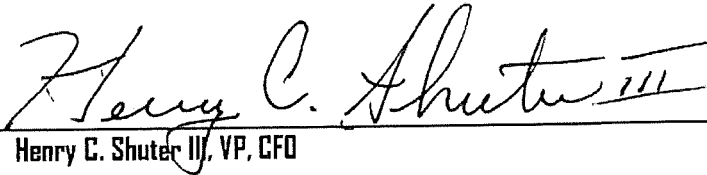
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 382551189
COMPANY: Power Techniques, Inc.
ADDRESS: 3210 Coolidge Hwy.
City: Berkley
STATE: MI
ZIP: 48072
PHONE: (248) 291-6213
FAX NUMBER: (248) 291-6178
REPRESENTATIVE NAME: Dan McKernan

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



Henry C. Shuter III, VP, CFO

PAYMENT TERMS: Net 30 Days
WARRANTY: Standard 1 year factory warranty.
EMAIL: DMcKernan@PowerTechniquesInc.com
COMPLETION SCHEDULE: Estimated completion schedule is between 45 – 75 days upon issuance of PO.

EXCEPTIONS:

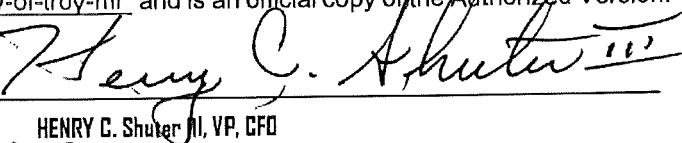
Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this bid proposal must be stated below. The reason for the exception(s), deviation(s), substitution(s), are an integral part of this bid offer.

No Exceptions.

ACKNOWLEDGEMENT:

I, Henry C. Shuter, III, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or the MITN Purchasing Group website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



HENRY C. Shuter III, VP, CFO

Date:

9/21/2022

IMPORTANT:

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

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

US FUNDS: All prices are to be quoted in U. S. Currency.



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

Power Techniques, Inc.

A corporation duly organized and doing business under the laws of the State of Michigan for whom Henry C. Shuter III, bearing the office title of Vice President, CFO, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

_____	_____
------------------	------------------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Henry C. Shuter III, being duly sworn deposed, says that he/she
(Print Full Name)

is Vice President and CFO. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree,
directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any
manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person
to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or
that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed
contract; and that all statements contained in said proposal or bid are true.

Handwritten signature of Henry C. Shuter III
SIGNATURE OF PERSON SUBMITTING BID

Handwritten signature of Diana L. Noziger
NOTARY'S SIGNATURE Diana L. Noziger

Subscribed and sworn to before me this 21st day of September, 2022 in and for
Oakland County.

My commission expires:
November 29, 2023

DIANA L NOFZIGER
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-29-2023
Acting in the County of



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Power Techniques, Inc.

Name of Agency/Company/Firm (Please Print)

Henry C. Shuter, III

Name and title of authorized representative (Please Print)

Henry C. Shuter III

Signature of authorized representative

9/21/2022

Date

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



Proposer's Sworn and Notarized Familial Disclosure
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of Power Techniques, Inc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Power Techniques, Inc. and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships: None

BIDDER:

Power Techniques Inc.

By: Henry C. Shuter III
Henry C. Shuter III

Its: VP and CFO

This instrument was acknowledged before me on the 21st day of September, 2022,

by Diana L. Noziger

DIANA L NOZIGER
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-29-2023
Acting In the County of _____



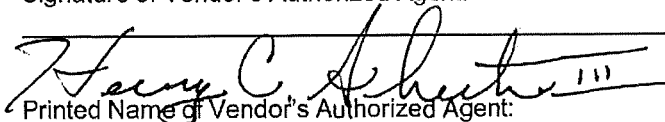
**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Power Techniques, Inc.
Street Address	3210 Coolidge Hwy.
City	Berkley
State, Zip	MI 48072
Corporate I.D. Number/State	382551189
Taxpayer I.D. #	382551189

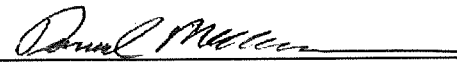
The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

Henry C. Shuter III

Witness Signature: 

Printed Name of Witness: Daniel McKernan



MATERIAL SAFETY DATA SHEET.

1. Identification of Product and Company

Chemical/Trade name: Sealed Lead Acid Battery
Chemical Family / Classification: Electric Storage Battery.
Manufacturer/Supplier: CSB Battery Co., LTD /CSB Battery Europe B.V.
Address: Keurmeesterstraat 28 - 30, 2984BA Ridderkerk, The Netherlands.
Phone: Europe: +31 (0) 180-418-140
Asia: +886-2-8751-5000
America: +1-817-244-7777

2. Composition and Information on the main Ingredients ³⁾

CAS no.	Description	Content ¹⁾ [% of weight]	Hazard symbol
7439-92-1	Lead Grid (metallic lead, lead alloys with possible traces of additives)	~57	T ²⁾
1309-60-0	Active Mass (Battery Oxide, inorganic lead compounds)	~ 22	T ²⁾
7664-93-9	Electrolyte ⁴⁾ (diluted sulphuric acid with additives)	~ 14	C
	Plastic Container / Plastic Parts ⁵⁾	~ 7	

¹⁾ contents may vary due to performance data of the Battery

²⁾ As result of the harm to the unborn children Lead compounds are classified as toxic for reproduction, Category 1. As this category is not described with a specific hazard symbol, Lead compounds have to be labelled with the „skull “ symbol. Lead compounds are not classified „toxic“.

³⁾ see chapter 12 – Ecological Information

⁴⁾ Density of the electrolyte varies in accordance to the state of charge

⁵⁾ Composition of the plastic may vary due to different customer requirements

3. Hazards Identification

No hazards occur during the normal operation of a Lead Acid Battery as it is described in the instructions for use that are provided with the Battery. Lead acid Batteries have three significant characteristics:

- They contain an electrolyte which contains diluted sulphuric acid. Sulphuric acid may cause severe chemical burns.
- During the charging process or during operation they might develop hydrogen gas and oxygen, which under certain circumstances may result in an explosive mixture.
- They can contain a considerable amount of energy, which may be a source of high electrical current and a severe electrical shock in the event of a short circuit.

The Batteries have to be marked with the symbols listed under item 15.

4. First Aid measures

This information is of relevance only if the Battery is broken and this results in a direct contact with the ingredients.



4.1 General

Electrolyte (diluted sulphuric acid): sulphuric acid acts corrosively and damages skin
Lead compounds: lead compounds are classified as toxic for reproduction (if swallowed)

4.2 Electrolyte (Sulphuric acid)

after skin contact:	rinse with water, remove and wash wetted clothing
after inhalation of acid mist:	inhale fresh air, seek advice of a medical doctor
after contact with the eyes:	rinse under running water for several minutes, seek advice of a medical doctor
after swallowing:	drink lot of water immediately, swallow activated carbon, do not induce vomiting, seek advice of a medical doctor

4.3 Lead compounds

after skin contact:	clean with water and soap
after inhalation:	inhale fresh air, seek advice of a medical doctor
after contact with the eyes:	rinse under running water for several minutes, seek advice of a medical doctor
after swallowing:	wash mouth with water, seek advice of a medical doctor

5. Fire fighting measures

Suitable fire extinguishing agents:

CO₂ or dry powder extinguishing agents

Unsuitable fire extinguishing agents:

Water, if the battery voltage is above 120 V

Special protective equipment:

Protective goggles, respiratory protective equipment, acid protective equipment, acid proof clothing in case of larger stationary battery plants or where larger quantities are stored.

6. Measures to be taken in case of accidental release

This information is of relevance only if the battery is broken and the ingredients are released.

In the case of spillage, use a bonding agent, such as sand, to absorb spilt acid; use lime / sodium carbonate for neutralization; Dispose of with due regard to the official local regulations; do not allow penetration into the sewage system, into earth or water bodies.

7. Handling and Storage

Store under roof in cool ambience charged lead acid batteries do not freeze up to -50°C; Prevent short circuits. Seek agreement with local water authorities in case of larger quantities of batteries to be stored. If batteries have to be stored, it is imperative that the instructions for use are observed.

8. Exposure limits and personal protective equipment

8.1 Lead and Lead compounds

No exposure to lead and lead containing battery paste during normal conditions of use.

8.2 Electrolyte (Sulphuric Acid)

Exposure to sulphuric acid and acid mist might occur during filling and charging.
Threshold value in workplace: occupational exposure limits for sulphuric acid mist are regulated on a national basis.



Hazard symbol:	C, corrosive
Personal protective equipment:	Protective goggles, rubber or PVC gloves, acid resistant clothing, safety boots.
CAS No:	7664939
R-phrases:	R35 causes severe chemical burns
S-phrases:	S2 Keep out of reach of children
	S16 Keep away from sparks or naked flame, No smoking
	S26 In case of contact with eyes rinse immediately with plenty of water and seek medical advice
	S45 In case of accident or if you feel unwell seek medical advice immediately (show the label where possible).

9. Physical and Chemical properties

		Lead and Lead compounds	Electrolyte (diluted sulphuric acid, 30 to 38.5%)
Appearance	form :	solid	liquid
	color :	grey	colorless
	odor :	odorless	odorless
Safety related data			
solidification point :		327 °C [melting point]	-35 to -60 °C
boiling point :		1740 °C	approx. 108 to 114 °C
solubility in water :		very low (0.15 mg/l)	complete
density (20°C) :		11.35 g/cm ³	1.2 to 1.3 g/cm ³
vapor pressure (20°C) :		N.A.	N.A.

Lead and Lead compounds used in Lead Acid batteries are poorly soluble in water; Lead can be dissolved in an acidic or alkaline environment only.

10. Stability and Reactivity (sulphuric acid, 30 ~ 38.5 %)

- Corrosive, nonflammable liquid
- Thermal decomposition at 338° C.
- Destroys organic materials such as cardboard, wood, textiles.
- Reacts with metals, producing hydrogen
- Vigorous reactions on contact with sodium hydroxide and alkalis.

11. Toxicological Information

This information does not apply to the finished product "lead acid battery". This information only applies to its compounds in case of a broken product. Different exposure limits exist on a national level.

11.1 Electrolyte (diluted sulphuric acid):



Sulphuric Acid is intensely corrosive to skin and mucous membranes; The inhalation of mists may cause damage to the respiratory tract.

Acute toxicity data:

- LD₅₀ (oral, rat) = 2.140 mg/kg
- LC₅₀ (inhalation, rat) = 510 mg/m³/2h

11.2 Lead and Lead compounds

Lead and its compounds used in a Lead Acid Battery may cause damage to the blood, nerves and kidneys when ingested. The lead contained in the active material is classified as toxic for reproduction.

12. Ecological Information

This information is of relevance if the battery is broken and the ingredients are released to the environment.

12.1 Electrolyte (diluted sulphuric acid)

In order to avoid damage to the sewage system, the acid has to be neutralized by means of time or sodium carbonate before disposal. Ecological damage is possible by change of pH. The electrolyte solution reacts with water and organic substances, causing damage to flora and fauna. The electrolyte may also contain soluble components of lead that can be toxic to aquatic environments.

12.2 Lead and Lead compounds

Chemical and physical treatment is required for the elimination from water. Waste water containing lead must not be disposed of in an untreated condition. The former classification of Lead compounds as toxic for the aquatic environment R50/53 had been triggered from test results generated in the 80's for soluble Lead compounds (Lead Acetate). The hardly soluble Lead compounds such as Battery Lead Oxide were not tested at this time. Tests on Battery Lead Oxide were carried out in 2001 and 2005. The respective test results conclude that Battery Lead Oxide is not toxic for the environment, neither R50 nor R50/53 nor R51/53. From this it follows that the general classification for Lead compounds (R50/53) does not apply to Battery Lead Oxide. As the result of this the Risk Phrase R52/53 (Harmful to aquatic organisms, may cause longterm adverse effects in the aquatic environment) applies to Battery Lead Oxide.

Effects of Battery Lead Oxide in the aquatic environment:

Toxicity for fish:	96 h LC 50 > 100 mg/l
Toxicity for daphnia:	48 h EC 50 > 100 mg/l
Toxicity for alga:	72 h IC 50 > 10 mg/l

The results demonstrate these Battery Lead Oxide compounds in a concentration of 100 mg/l have no adverse effect on fish and daphnia. A concentration of these Battery Lead Oxide of 10 mg/l has no adverse effect on the rate of growth and the biomass. For the classification according to Directive 67/548/EEC the most sensitive adverse effect has to be considered. As a result of the toxicity for alga at > 10 mg/l Battery Lead Oxide has to be classified according to the R-Phrases 52/53 (Harmful to aquatic organisms, may cause long term adverse effects in the aquatic environment).

13. Disposal Considerations

Spent lead acid batteries (EWC 160601) are subject to regulation of the EU Battery Directive and its adoptions into national legislation on the composition and end of life management of batteries.



Spent Lead Acid batteries are recycled in lead refineries (secondary lead smelters). The components of a spent Lead Acid battery are recycled or reprocessed.

At the points of sale, the manufacturers and importers of batteries, respectively the metal dealers take back spent batteries, and render them to the secondary lead smelters for processing.

To simplify the collection and recycling or reprocessing process, spent Lead Acid batteries must not be mixed with other batteries.

By no means may the electrolyte (diluted sulphuric acid) be emptied in an inexpert manner. This process is to be carried out by the processing companies only.

14. Transport Regulation

Land Transport	<ul style="list-style-type: none"> • Land Transport (ADR/RID, U.S. DOT) • UN N°: UN2800 • Classification ADR/RID: Class 8 • Proper Shipping Name: BATTERIES, WET, NO NSPILLABLE electric storage • Packing Group ADR: not assigned Label required: Corrosive • ADR/RID: New and spent batteries are exempt from all ADR/RID (special provision 598).
Sea Transport	<p>Sea Transport (IMDG Code)</p> <ul style="list-style-type: none"> • UN N°: UN2800 • Classification: Class 8 • Proper Shipping Name: BATTERIES, WET, NON SPILLABLE electric storage • Packing Group: III • EmS: FA, SB • Label required: Corrosive • If non-spillable batteries meet the Special Provision 238, they are exempted from all IMDG codes provided that the batteries' terminals are protected against short circuits.
Air Transport	<p>Air Transport (IATADGR)</p> <ul style="list-style-type: none"> • UN N°: UN2800 • Classification: Class 8 • Proper Shipping Name: BATTERIES, WET, NON SPILLABLE electric storage. • Packing Group: III • Label required: Corrosive • If non-spillable batteries meet the Special Provision A67, they are exempted from all IATA DGR codes provided that the batteries' terminals are protected against short circuits.

CSB seal lead-acid batteries are classified as "non-spillable" for the purpose of transportation by DOT, and IATA/ICAO as result of passing the Vibration and Pressure Differential Test described in DOT [49 CFR 173.159 (f)] and IATA/ICAO [Special Provision A67].

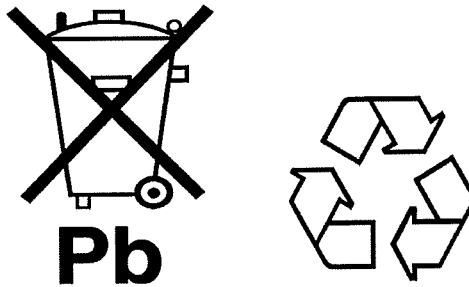
CSB seal lead-acid batteries can be safely transported on deck, or under deck stored on either a passenger or cargo vessel as result of passing the Vibration and Pressure Differential Tests as described in the IMDG regulations.

To transport these batteries as "non-spillable" they must be shipped in a condition that would protect them from short-circuits and be securely packaged so as to withstand conditions normal to transportation by a consumer, in or out of a device, they are unregulated thus requiring no additional special handling or packaging.

For all modes of transportation, each battery and outer package is labeled "NON-SPILLABLE" per 49 CFR 173.159 (f). If you repackage our batteries either as batteries or as a component of another product you must label the outer package "NON-SPILLABLE" per 49 CFR 173.159 (f).

15. Regulatory Information

In accordance with EU Battery Directive and the respective national legislation, Lead Acid batteries have to be marked by a crossed out dust bin with the chemical symbol for lead shown below, together with the ISO return/recycling symbol.



In addition some of the following hazard symbols described below might apply:



Corrosive



Explosive gas mixture



Read Instructions



Keep out of reach of children



No Smoking, no open flames, no sparks.



Wear Safety Goggles.

Labeling might vary due to application and dimension of the Battery.




16. Other Information

Products such as Batteries are not in the scope of regulation which requires the publication of an EU Safety Data Sheet (91/155/EEC).

The information given above is provided in good faith based on existing knowledge and does not constitute an assurance of safety under all conditions. It is the user's responsibility to observe all laws and regulations applicable for storage, use, maintenance or disposal of the product. If there are any queries, the supplier should be consulted.

However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.



Modular Battery Replacement Service

Statement of Work

Date: 4th January 2021

Prepared by Critical Power & Cooling Services

Scope: On-demand Services

www.apc.com

CFOT-7Q3KAJ

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1.0 Executive Summary

The Modular Battery Replacement Service (MBRS) provides an easy to order, comprehensive on-site battery replacement service and includes the following:

- Ability to purchase the required amount of battery modules;
- Schneider Electric technician or qualified professional on-site to perform all work;
- Battery swap out and system configuration;
- Removal and trucking of the waste batteries to an approved recycling center location; and
- Environmental regulatory compliant battery recycling.

MBRS is the perfect solution for Customers who do not want to deal with the hassle of replacing their own modular batteries. MBRS provides the Customer with peace of mind, knowing their system batteries are being safely replaced on site and empowers the Customer with a '*green*' solution for the removal and proper disposal of their waste batteries.

2.0 Features & Benefits

Features	Benefits
Easy to Order	Include one single order item number for the batteries, the on-site service labor, the travel expenses and the battery recycling, all at a fixed cost.
On-site Service	Provide a one-time on-site visit to replace the batteries according to manufacturer's specifications and to reduce any interruption of Customer's critical operations.
Schneider Electric Approved Batteries	Buy with the confidence of knowing you are purchasing the same high-quality level batteries that were specifically designed to produce maximum run time for your system, directly from the manufacturer.
Environmental Regulatory-Compliant Battery Removal and Disposal	Remove, truck and recycle the batteries according to all federal, state and local environmental regulations.
System Configuration	Update the system with the new battery information and verify the battery system is functioning to manufacturer's specifications.
Flexible Service Scheduling	Deliver on site the batteries and schedule the battery recycling service that are coordinated to suit the Customer's needs.
Battery Recycling Certificate	Provide the Customer with a certificate of record identifying the waste batteries were disposed of in accordance with federal, state and local regulations.
EcoStruxure IT Free ^(1,2)	<p>EcoStruxure IT Free brings "you" visibility into your critical data center equipment. Get access to your IT physical infrastructure inventory at anytime from anywhere and understand the overall health of your connected equipment from any device.</p> <p>EcoStruxure IT Free consists of a software gateway, a mobile app, a cloud-based account to store your data and a web interface to visualize your data.</p> <p>EcoStruxure IT is complimentary for all Schneider Electric Customers and is also the base platform for EcoStruxure Asset Advisor (remote monitoring service) and EcoStruxure IT Expert (monitoring software).</p>

⁽¹⁾ EcoStruxure IT Free is only available on networked equipment or if there is a management device.

⁽²⁾ Geographical restrictions apply. Please verify availability with your local Schneider Electric Field Services Representative.

3.0 Details of Service

3.1 Modular Battery Replacement - Service Deliverables

The Modular Battery Replacement Service provides the batteries, on-site labor, installation, removal and recycling of the batteries. The specific activities of this service are listed below:

Service Deliverables	
Activities	Description
Battery Shipment	<p>Confirm the battery type and quantity ordered, along with the ship to address, shipment date and any special site conditions.</p> <p>Track the shipment and confirm shipment delivery.</p>
Customer Site Arrival	<p>Coordinate the time and date of the qualified Schneider Electric Services personnel arrival at the Customer site.</p> <p>Arrive on site as scheduled and coordinate the removal of the waste batteries and any special requirements with the appointed Customer's resource.</p>
System Inspection	<p>Inspect the system condition and verify the location of the battery that is not functioning as expected.</p>
New Battery Positioning	<p>Move the new battery from the shipping pallet location to the UPS and battery system location.</p>
Waste Battery Removal and New Battery Installation	<p>Remove the depleted battery, without interrupting critical operations and stage it in a nearby location for later relocation to Customer's shipping dock.</p> <p>Install the new battery, without interrupting critical operations.</p>
System Reset, Configuration and Test	<p>Update the system with the new battery information and check that the battery system is functioning to manufacturer's specifications.</p>
Waste Battery Relocation, Shipment Preparation and Transit	<p>Relocate the waste battery from the UPS system location to the Customer's shipping dock.</p> <p>Palletize the waste battery for shipment and load them onto the shipping truck.</p> <p>Ship the waste battery to the approved recycling location.</p>
Battery Recycling	<p>Ship the waste battery to approved battery recycling location, where the battery assemblies are reduced to base materials and then reintroduced back into the manufacturing process in accordance with federal, state and local regulations.</p>
Battery Recycling Certificate	<p>Provide the Customer with a certificate of record identifying the waste battery will be recycled of in accordance with federal, state and local regulations.</p>

3.2 EcoStruxure IT Free & the Remote Monitoring Solutions – Service Deliverables

Customers buying the “Modular Battery Replacement Service” have access to EcoStruxure IT Free.

EcoStruxure IT Free is a modern cloud platform that connects the devices supplied by Schneider Electric and other vendors ⁽³⁾ to the cloud for instant access from anywhere.

The connection to EcoStruxure Asset Advisor for secure power & cooling is done through EcoStruxure IT Gateway (free downloadable software, available also as a hardware appliance, sold separately). The connection is done in a secure way, through a local gateway that encrypts all data, before sending it to the cloud account where is available to be accessed by the Customer through a web interface or a mobile app. Once the asset is connected, the Customer can see and organize the asset and its information, like serial number, product name, etc.

3.3 Upgrading to EcoStruxure Asset Advisor for secure power & cooling or EcoStruxure IT Expert

When the asset is connected, the Customer has the option to upgrade to two different remote monitoring service & software solutions:

- **EcoStruxure Asset Advisor for secure power & cooling: cloud-enabled remote monitoring service by the Connected Services Hub**
Thanks to EcoStruxure Asset Advisor for secure power & cooling, a dedicated team in Schneider Electric will monitor your critical power infrastructure 24/7, managing or troubleshooting any incident from start to end; and
- **EcoStruxure IT Expert: cloud-enabled remote monitoring software by Customer or Partner**
EcoStruxure IT Expert, cloud-based vendor agnostic software, provides you with full wherever-you-go visibility of your IT physical infrastructure and proactive recommendations on how to improve its performance thanks to big-data analysis. You can use it by yourself or with your preferred partner.

The specific activities of the EcoStruxure Asset Advisor for secure power & cooling service are listed below:

Activities	Description
Alarms and Live Data on EcoStruxure IT app	Always connected to “your” physical infrastructure, showing live sensor data and device details directly on your mobile.
24/7 Remote Monitoring	Schneider Electric will remotely monitor all connected physical infrastructure devices 24 hours a day, 7 days a week, 365 days a year.
Alarm Notification	Schneider Electric will provide immediate notification (based on network latency and polling intervals) via phone, and/or message via EcoStruxure IT app, with specific recommendations, enabling a timely and informed choice of action during critical incidents.
Monthly Report Delivery	Schneider Electric will deliver a regular report with key metrics on connected devices, including incidents and alarms and current and expected lifespan for the physical infrastructure.

For more information EcoStruxure Asset Advisor, please visit www.se.com/asset-advisor.

⁽³⁾ Subject to verification.

4.0 Assumptions & Exclusions

4.1 Assumptions

The successful performance of the tasks defined in this Statement of Work is based on the following key assumptions, which are agreed to by Schneider Electric Services.

4.1.1 Time, People & Location ⁽⁴⁾

- The system must be installed in an environment that adheres to manufacturer specifications;
- Services performed on site by Schneider Electric Field Services will be executed during Schneider Electric business hours unless otherwise requested by the Customer. Those hours are Monday through Friday from 8am to 5pm weekly, local time, unless specified;
- All services are performed on site by qualified Schneider Electric Services personnel;
- Hours of Operation for Technical Support are Country specific and include either 24/7 or business hours coverage;
- Next-Business-Day is defined as the next day during the business week and normal business hours;
- Response time is defined as elapsed time between when Schneider Electric Services technical support determines an on-site visit is necessary and the time the Field Services Representative arrives at the Customer's site. Please verify the service coverage and response time for your location with your local Schneider Electric Services sales representative;
- Schneider Electric will provide Services with respect to equipment and assets that are inside the Service Area. "Schneider Electric Services Area" means a location that is within (i) one hundred (100) miles or one hundred and sixty (160) kilometers radius of a Schneider Electric Services' location; and (ii) the country in which the Installation site is located, unless otherwise defined in the governing agreement with Schneider Electric, in which case the definition in the governing agreement prevails;
- Geographical restrictions may apply. Some aspects of the service definition presented in this document may vary by location. In the case of a conflict between the service definitions contained in this Statement of Work and the local service definitions will prevail. For more information, please refer to your Schneider Electric Services sales representative; and
- This service applies to a Customer location with standard site and product access. Our services assume continuous uninterrupted and unobstructed access to the equipment, standby time may be chargeable.

4.1.2 Services Activities & Upgrades

- Preventive Maintenance upgrades to 7x24 are available. On-site response upgrades to 8-hour 24x7 or 4-hour are available. The 4-hour on-site response upgrade may not be available in all locations, please check with your local Schneider Electric service sales representative or reseller for availability;
- Where next-business-day, 4-hours or 8-hours services are available for purchase, qualified personnel will arrive on site within 4-hours or 8-hours or next-business-day from the time Schneider Electric Services Technical Support deems an on-site visit is necessary;
- The complete preventive maintenance check implies that the system is placed in maintenance bypass.
- The end user is responsible for putting all prerequisites in place, so then to connect his devices to EcoStruxure Asset Advisor for secure power & cooling;
- The end user is responsible for ensuring that one staff member is always on-duty, available to be contacted for an incident;
- Services obtained from any Schneider Electric partner or reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Schneider Electric Services Solutions on this document. Please contact the reseller or the local

⁽⁴⁾ All assumptions that refer to reaching a location within a certain time are subject to local variation. Please contact your local Schneider Electric Services sales representative for further information.

Schneider Electric sales representative for additional information on Schneider Electric Services Solutions on Products obtained from a reseller;

- Schneider Electric Field Services will define with the Customer the best approach to find a solution and reserves the right not to execute any modification outside of its defined scope of responsibility;
- The end user is responsible for ensuring that one staff member is always on duty, available to be contacted for an incident;
- The end user is responsible for putting all prerequisites in place to enable their devices to be connected to EcoStruxure Asset Advisor for secure power & cooling;
- All UPS & cooling systems require an installed Network Management Card (NMC);
- EcoStruxure Asset Advisor for secure power & cooling, cloud-enabled remote monitoring service, is not available in all locations. Please consult with your local Schneider Electric Services sales representative for availability in your area;
- EcoStruxure Asset Advisor for secure power & cooling refers only to a remote monitoring service;
- The Terms and Conditions of EcoStruxure Asset Advisor for secure power & cooling are available [here](#);
- The connection to EcoStruxure Asset Advisor for secure power & cooling is done through EcoStruxure IT Gateway (free downloadable software, available also as a hardware appliance, sold separately);
- EcoStruxure Asset Advisor for secure power & cooling is only available if EcoStruxure IT is installed and configured accurately;
- EcoStruxure IT mobile app must be installed and enrolled at this [link](#) to activate the cloud-enabled remote monitoring service; and
- EcoStruxure Asset Advisor for secure power & cooling is operational, once the Customer is contacted and validated by the Connected Services Hub, remote monitoring team.

4.2 Exclusions

Any items not expressly included in this offer for the Services will be subject to a specific quotation from Schneider Electric and will be charged in addition subject to agreement with the Customer. This includes, for instance, but is not limited to:

4.2.1 Additional Scope of Work not expressly included in the order/contract

- Safety officer or security escort charges;
- Costs and charges associated with switching and isolation operations;
- Additional type test, test or FAT with reports or other reports outside the Schneider Electric standards; or any specialized testing and commissioning;
- Repair of damage caused by abuse, misuse, improper storage conditions, lack of maintenance, maintenance not in accordance with Schneider Electric's/the manufacturer's instructions, non-compliance with Schneider Electric instructions for installation or energizing, mechanical, electrical or electronic overload or other events outside Schneider Electric's control;
- Replacement or repair work resulting from normal wear-and-tear of equipment, damage or accidents owing to insufficient monitoring of the equipment or use that is non-compliant with the purpose of the equipment and/or Schneider Electric's/the manufacturer's instruction;
- Cabling or wiring external to equipment;
- In case of cabling problem, or wrong phase rotation, Schneider Electric Field Services will not carry out any rework on the cabling;
- Software programming and configuration, including EcoStruxure IT Gateway;
- Process design, civil and other mechanical works;

- Consumables, additional spare parts, cables or other materials and related labor and travel costs (e.g.: batteries, wearing parts, including, but not limited to, capacitors and fans);
- Supply or installation of additional equipment or raw material required to perform and related labor costs (site busbar, cabling, generators, lifts, testing kit, lift, crane, ladder, containment and cable glands, including connection to site ground, unless specifically detailed as included);
- Removal and disposal of legacy equipment;
- Support for third-party equipment;
- Intervention in a different location than planned;
- Adaptations required due to insufficient nature of, or error in, the information sent by the Customer, a change to the location of the equipment or its environment;
- All on-site support dispatch service, resulting from EcoStruxure Asset Advisor for secure power & cooling remote monitoring service are governed by a dedicated Statement of Work which is not included in this Statement of Work and will be charged following our standard pricing list. Please refer to your Schneider Electric Services sales representative for more information;
- Equipment not provided by Schneider Electric Services. Examples include, but are not limited to:
 - Third-party components;
 - Switchgear;
 - Information Technology (IT) Equipment;
- Installation activities not provided by Schneider Electric Services as part of this service include, but are not limited to:
 - System installation;
 - Battery assembly;
 - Information Technology (IT) Equipment migration services; and
 - Specialized testing or commissioning services.

4.2.2 Additional time or fee not planned to access or exit from Customer site

- Delay in gaining access to or obtaining work permits for the utility substation or other aspects of the site;
- Delays incurred due to compliance with exceptional background check requirements or due to required medical or drug tests;
- Additional health and safety, environmental or security requirements at the Customer's site which were not previously agreed to Schneider Electric;
- Induction, Safety or Cybersecurity training longer than planned;
- Access to final on-site destination longer than 30 minutes from gate to the equipment; and
- Delays related to IT (no camera, no laptop, format disk after mission).

4.2.3 Stand by time/Waiting Time more than 30 minutes unless caused by Schneider Electric

- Unavailability of Customer or its third-parties required for the performance of the services;
- Unavailability of equipment, tools, hardware, software, internet connectivity, or office space required for the performance of the services;
- Cancellation or postponement of the services by the Customer (unless in accordance with the contract with Schneider Electric); and
- Delay or unavailability of transport either when not organized by Schneider Electric or outside of Schneider Electric's control.

4.2.4 Extra working hours not included in order/contract

- Schedule modification or acceleration plan requested by the Customer;
- Additional expenses (accommodation, catering and transportation);
- Delay in decisions and approvals by the Customer; and

- Delay or unavailability of accurate and complete information as requested by Schneider Electric.

4.2.5 Other circumstances that increase the time or costs of performing

- Other events or circumstances outside of Schneider Electric's reasonable control which increase the time or costs of performing the services.

Please contact your local Schneider Electric Services sales representative for clarification.

COVID-19: Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic, including changes in laws, regulations, by laws, or direction from a competent authority.

5.0 Scope of Responsibility

The items stated here are responsibilities of both Schneider Electric Services and the Customer.

5.1 Schneider Electric Services Responsibilities

- Schedule certified and approved personnel to perform services;
- Meet the pre-determined scheduled service date;
- Perform all the Modular Battery Replacement Service activities listed in this Statement of Work;
- Conform to local health and safety regulations;
- Meet manufacturer and customer safety requirements;
- Ship old components replaced during the service to recycling center;
- Recycle components in accordance with federal, state and local regulations;
- Inform and provide recommendations to the Customer about any action items not included in the Statement of Work;
- As part of the Modular Battery Replacement Service:
 - Operate system in different modes of operation;
 - Identify and document open Schneider Electric Services and/or Customer issues; and
 - Provide a signed copy of the Modular Battery Replacement Service site forms to the Customer.

5.2 Customer Responsibilities

- Prior to order, inform Schneider Electric Services Sales of any special site conditions that could prohibit the successful execution of this standardized service, i.e., security clearance, site access requirements, unions, no truck access, no loading dock, no elevator access, no inside moving equipment available, etc.; Once agreed upon with Schneider Electric Services Sales, acceptable special site conditions must be clearly identified on the customer Purchase Order;
- Provide dates and times when the scheduled work can be performed;
- Provide Schneider Electric with 5 business days' notice of any required reschedule;
- Facilitate site access for Schneider Electric Services personnel;
- Provide a suitable path within the building to relocate the components from the dock to the UPS system location.
- Provide a suitable location for the staging of the old components nearby the UPS system location.
- If possible, allow the use of customer on site moving equipment, such as, moving dolly, two wheeled truck, pallet jack, etc.
- Provide a named resource for scheduling of the services;
- Notify Schneider Electric Services personnel of any security clearance and/or safety training and equipment requirements in advance of arrival;
- Ensure safety plan is in place prior to intervention;
- Set-up EcoStruxure IT Free and maintain the contact list on the web profile;
- Provide a point of contact during time of service;
- Provide a point of contact at the completion of service to sign off on completed work;
- Provide the name of the project manager (if applicable);
- Have the parties responsible for operation of the equipment present for basic operator training after the system start-up; and
- Schneider Electric will make multiple attempts to proactively contact the Customer to schedule maintenance services due. However, it is finally the Customer's responsibility to ensure all services due are scheduled in advance of contract expiration.

6.0 Project Work Details

The project work details listed below are provided by Schneider Electric Services for the Customer with regard to services date, place and completion criteria.

6.1 Schedule

Actual set dates will be discussed and approved between Schneider Electric Services and the Customer.

6.2 Location

The location of this service will be on-site and will be agreed to by Schneider Electric Services and the Customer prior to the service delivery.

6.3 Completion Criteria

Schneider Electric Services is expected to have finished its written duties when any of the following occurs:

1. Schneider Electric Services completes all the tasks described in Section 3.1 of this Statement of Work document; and
2. This service and Statement of Work are terminated for other reasons within the Service Customer Agreement.

www.apc.com

Life Is On | **Schneider**
Electric

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500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: October 24 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Frank Nastasi, Chief of Police
Andy Satterfield, Captain – Support Services Division
Michael Giorgi, Lieutenant – Support Services Division
Sam Kalef, Communications Manager – Support Services Division
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - UPS Battery Replacement, Troy Police Department

History

On May 22, 2017 Troy City Council approved the purchase and installation of a UPS (Uninterruptible Power Supply) along with a Generator and Automatic Transfer Switches for the City of Troy Police and Fire Department (Resolution #2017-05-089-J-4d). The UPS and Generator work together to provide "Clean Power" to all communications systems within the 911 Center and are considered critical infrastructure for 24-7 Police & Fire Dispatch Operations. This installation was completed by August 31, 2017.

The installed UPS in the Police Department IDF3 serves as the initial power supply in case of a power outage. This is the first line of backup before the emergency power generator activates. The batteries are tested yearly but need to be replaced every 4 years. This will be the first replacement of batteries since the new UPS and Generator system was installed.

One of the ISO (Insurance Services Office) requirements under the Public Safety Communications section of the community grading schedule is that the dispatch center be equipped with an emergency electrical power source, and that it be tested weekly under load. A complete log of these tests is required to be maintained. In order to test the generator under load, it would be necessary to drop the power to the entire building momentarily during the switchover process, run the generator, and then momentarily drop the power a second time (typically an hour later) when the load is switched back to the normal utility power. These power interruptions, once a week, would cause major issues in the police department as every computer would reboot and have to be logged in again.

Also, in an effort to maintain or improve the Fire Department's current ISO rating, this project will bring the Communications Center up to the requirements of NFPA 110 and NFPA 111 related to emergency power, as well as meet Michigan Law Enforcement Accreditation Standard 3.4.6 for maintaining emergency back-up power to dispatch/communications equipment. The UPS replacement takes about 5 to 6 hours and is expected to be completed by December 15, 2022 accounting for order and shipping lead time.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

On September 22, 2022, a bid opening was conducted as required by the City Charter/Code for the UPS battery replacement service. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Five hundred and twenty-four (524) vendors were notified via the MITN website. Four (4) bids were received. The summary of vendor responses is detailed below.

Companies notified via MITN	524
Troy Companies notified via MITN	18
Troy Companies - Active email Notification	18
Troy Companies - Active Free	0
Companies that viewed the bid	19
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.
Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After review of the bid proposals, it is recommended to award to the lowest overall bidder meeting specifications, *Power Techniques, Inc. of Berkley, MI* as specified:

Battery Replacement Service for Symmetra PX UPS 40 kVA (Service Includes: Used Battery Removal, Delivery and Installation of New APC Batteries, Disposal of Used Batteries)

48 New APC Battery Cartridge (SYBTU1-PLP) - Serial # QD1712240449

Power Techniques, Inc. is an Elite Service Sales Partner with Schneider Electric, the original equipment manufacturer for the UPS battery system. They will provide the batteries with the exact same serial #QD1712240449 as specified on the bid. Note: The difference between SYBT4 vs SYBTU1-PLP refers to 4 units vs 1 unit. Thus, even though the models are stated differently, it still meets the required specifications.

Financial

Funds are budgeted and available in the Police Department Buildings and Improvements Capital Fund under Project Number 2023C0014 for the 2023 fiscal year. Expenditures will be charged to account number 401.301.11.325.7975.900.

Recommendation

City management recommends awarding a contract for the purchase, installation and disposal of UPS Batteries for the Troy Police Department, to low bidder meeting specifications *Power Techniques, Inc of Berkley, MI* at unit prices contained in the bid tabulation, opened September 22, 2022 for an estimated total amount of \$19,970.88.

VENDOR NAME: Power Techniques, Inc.	Batteries Plus Bulbs	United Power System	Wisecom Technologies Inc
CITY: Berkley, MI	Farmington Hills, MI	Whitehall, PA	Lanham, MD

PROPOSAL: TO COMPLETE THE UPS BATTERY REPLACEMENT AT THE CITY OF TROY POLICE DEPARTMENT

UPS Battery Replacement - Symmetra PX UPS 40 kVA
 Services includes delivery of new replacement APC batteries, used battery removal, installation of new APC batteries and proper disposal of old batteries.

ITEM	Estimated Quantity	Description	Price Per Unit	Total Price	Price Per Unit	Total Price	Price Per Unit	Total Price	Price Per Unit	Total Price
1.	48	APC Battery Cartridge (12 x SYBT4) Serial #QD1712240449 Brand: Model: Warranty:	\$416.06	\$19,970.88	\$612.08	\$29,379.72	\$616.33	\$29,584.00	\$580.36	\$27,857.50
			Schneider Electric APC SYBTU1-PLP Standard 1 Year Warranty		APC APCSYBT4 1 Year		APC SYBT4 1		Not Specified SYBT4 Not Specified	
2.	48	Disposal of Used Batteries	Included in Price above		\$0.00	\$0.00	\$0.00	\$0.00	Not Specified	
GRAND TOTAL:			\$19,970.88		\$29,379.72		\$29,584.00		\$27,857.50	

Proposal Warranty Alternates:

1.	1	WARRANTY – Cost for 2 Years	See Statement in Proposal	N/A	\$0.00	Not Specified
2.	1	WARRANTY – Cost for 3 Years			\$1,000.00	

AUTHORIZED DEALER:	Y or N	Y	Y	N	Not Specified
COMPLETION DAYS:		45 to 75 days	2 days	2 days	5 days
CONTACT INFORMATION: NAME:		Daniel McKernan/ Susie Siekierski	Sherie Mann	Andrew Powell	Not Specified
24 HR. CONTACT PHONE NO.:		877-287-7835	248-914-2589	610-443-0405	
HOURS OF OPERATION:		24/7	8:00 AM - 8:00 PM	0-5 PM	
REFERENCES:	Y or N	Y	Y	Y	Y
INSURANCE:	Y or N	Y	Y	Y	Not Specified
PAYMENT TERMS:		Net 30 Days	Net 30	Net 30	Net 30
WARRANTY:		Standard 1 Year Factory Warranty	1 Year	Not Specified	3 Years
COMPLETION SCHEDULE:		Between 45 - 75 days upon issuance of PO	3 days from delivery of product	Not Specified	Not Specified
EXCEPTIONS:		None	None	None	None
ACKNOWLEDGMENT:	Y or N	Y	Y	Y	Y
FORMS:	Y or N	Y	Y	Y	N

Low Bidder Meeting Specifications

Attest:
 (*Bid Opening conducted via Zoom)
 Sam Kalef
 Roland Gungab
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

WETEC-06

JBRETHEN

DATE (MM/DD/YYYY)

10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Midwest East
31440 Northwestern Hwy
Suite 130
Farmington Hills, MI 48334

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE
INSURER A : Nationwide Mutual Insurance Company 23787
INSURER B : Harleysville Insurance Company 23582
INSURER C : Travelers Property Casualty Company of America 25674
INSURER D : Hartford Fire Insurance Company 19682
INSURER E :
INSURER F :

INSURED
Power Techniques, Inc.
3210 Cooldge Road
Berkley, MI 48072

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Excess/Employee Theft coverages.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Troy is additional insured with respect to the General Liability and Automobile policies. Insurance is Primary and Non-Contributory.

CERTIFICATE HOLDER CANCELLATION

City of Troy
500 W Big Beaver Road
Troy, MI 48084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
[Signature]

Power Techniques, Inc.
3210 Coolidge Road
Berkley, MI 48072

CERTIFICATE ADDITIONAL COVERAGES

INSURER E: State National Insurance Company
COVERAGE: CYBER LIABILITY
POLICY NUMBER: EHJ-ADL00504042
EFFECTIVE: 8/25/22 TO 8/25/23
LIMIT: \$1,000,000
RETENTION: \$5,000

INSURER E: Travelers Casualty and Surety Company of America
COVERAGE: PROFESSIONAL LIABILITY
POLICY NUMBER: 107307708
EFFECTIVE: 8/25/22 TO 8/25/25
LIMIT: \$1,000,000
RETENTION: \$5,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured only as specified under the "written contract". A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.

B. The insurance provided to additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
 - (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
 - (2) That portion of the "Named Insured's" work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.

D. Other Insurance

1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

E. Definitions

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured and included in the "products-completed operations hazard" which was performed for that insured only as specified under the "written contract".

B. The insurance provided to additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.
- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.

D. Other Insurance

1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

E. Definitions

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MCA-0005 Primary and Noncontributory Insurance

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Solely with respect to the Designated Insured listed on the below Schedule and solely to the extent that such persons or organizations qualify as an insured on your policy under the terms of a Designated Insured endorsement attached to your policy, SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

SCHEDULE

DESIGNATED INSURED: PCI Industries Inc

DESIGNATED INSURED:CBRE, Inc

ADDRESS:5271 California Ave, Suite 290, Irving, CA 92617

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED INSURED:

ADDRESS:

DESIGNATED INSURED:

ADDRESS:

DESIGNATED INSURED:

ADDRESS:

MCA-0005

POLICY NUMBER: BA0000064789R

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Power Techniques Inc
Endorsement Effective Date:08/25/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
CBRE, Inc.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.