



**CITY OF TROY
BID PROPOSAL**

ITB-COT 16-26

Page 1 of 7

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR HOLIDAY LIGHTS AT THE CITY OF TROY** in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Bronner's Commercial Display

Proposal	Description	Qty	Unit Price	Total
A	Furnish 25' strands of LED lighting with 6" spacing	5625	\$ 10.00	\$ 56250.00
	Furnish green 3' plug adaptors	225	\$ 5.80	\$ 1305.00
	Furnish 24' green extension cords for plug adapters	225	\$ 5.34	\$ 1201.50
			Proposal A Total	\$ 58,756.50
B	Installation and removal of holiday lighting			\$ NA
	Total Proposal A & B			\$ _____

Lighting shall be delivered no later than October 31, 2016. Installation, if required, shall occur no later than November 27, 2016. Removal, if required, shall occur no later than March 1, 2017 unless additional time is granted in writing by the City.

NOTE: All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

Estimates given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during the mandatory site inspection(s). Any discrepancies in the measurements must be brought to the City's attention.

INFORMATION:

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at (248) 680-7291 between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Kurt Bovensiep, Publics Work Director at (248) 524-3417 (k.bovensiep@troymi.gov) is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: Monday-Friday, 9am-5pm 24 Hour Phone No. NA

Contact Person: Brian Goff Phone No. 800-544-6635

COMPANY NAME: Bronner's Commercial Display

SITE INSPECTION:

All bidders (Proposal B Only) are required to examine each site to determine the amount of work to be done in accordance with the specifications. If a bidder does not conduct site inspections at each site, that bidder is not eligible to submit a bid. Contact **Mr. Kurt Bovensiep** at (248) 524-3417 or **K.Bovensiep@troymi.gov** to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

Our company visited the site on _____.
 N/A Our company did not visit the site.

DOWNPAYMENTS AND PREPAYMENTS:

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

APPROVED ALTERNATES:

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as acceptability will be deemed in the City of Troy's best interest and will be final.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

DELIVERY:

Materials are not to be delivered to the site(s) until work is to commence. Secure storage space will not be available for long-term storage. All materials are to be F.O.B. delivered, freight paid to the work location(s) in the City of Troy in accordance with the attached specifications.

SAMPLES:

Actual samples of quoted material may be requested at the discretion of the City of Troy's designated representative. Samples will be provided at no cost to the City and will become the property of the City of Troy. Submitted samples may be used for testing purposes.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, submission of the schedule of values, and the correlation of the 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 total bidder meeting specifications; 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's best interest.

COMPANY NAME: Bronner's Commercial Display

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which 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.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

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.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

COMPLETION DATE:

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by November 27, 2016. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- Our Company can meet this delivery* / installation schedule
- Our company cannot meet this delivery / installation schedule but offers:

Work shall commence _____ calendar days after notice to proceed.
*Shipment shall be within 2 weeks of order.

COMPANY NAME: Bronner's Commercial Display

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: Toledo Zoo
ADDRESS: 2700 Broadway, Toledo, OH 43614
PHONE: 419-385-5721 CONTACT: Nancy Bucher
EMAIL: nancy.bucher@toledo zoo.org

COMPANY: State of Michigan
ADDRESS: 100 N Capitol Ave, Lansing, MI 48933
PHONE: 517-373-1924 CONTACT: Craig Hildenbrand
EMAIL: CHILDENBRAND@LEGISLATURE.MI.GOV

COMPANY: City of Warren
ADDRESS: One City Square, Warren, MI, 48093
PHONE: (586) 260-6827 CONTACT: Darlene Biondo
EMAIL: DBIONDO@CITYOFWARREN.ORG

IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: Bronner's Commercial Display

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 Office of the City Clerk.

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: Bronner's Commercial Display

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: Bronner's Commercial Display

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

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: 38-1630030

COMPANY: Bronner's Commercial Display

ADDRESS: PO Box 176, 25 Christmas Lane CITY: Frankenmuth STATE: MI ZIP: 48734-0176

PHONE: (800) 544-6635 FAX NUMBER: (989) 652-8678

REPRESENTATIVE NAME: Brian Goff

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

PAYMENT TERMS: Net 30 WARRANTY: 3 yrs/3000 hours, see attached

CHECK INCLUDED: yes E-MAIL: bgoff@bronner.com

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS.

EXCEPTIONS:

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

ACKNOWLEDGEMENT:

I, Brian Goff, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

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.

NOTE:

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

U.S. FUNDS:

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



LIMITED WARRANTY –MAX 4 NON-STOP™ INCANDESCENT AND LED LIGHTS

SEASONS 4 LED LIGHT SETS ARE GUARANTEED TO LIGHT FOR 3 YEARS FROM DATE OF PURCHASE OR 3,000 HOURS OF USE, WHICHEVER COMES FIRST. LIGHT SETS ARE WARRANTED FOR NON-PERMANENT INSTALLATION AND TEMPORARY USE FOR NO MORE THAN 90 DAYS AT A TIME AS SPECIFIED BY UL CODE 588.

FULL DISCLOSURE OF THE SPECIFICS FOR LIGHTS

SHOULD SEASONS 4 LIGHT SETS FAIL TO LIGHT WITHIN THE SPECIFIED WARRANTY PERIOD DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP, SEASONS 4 WILL, AT SEASONS 4 OPTION, REPAIR OR REPLACE THE DEFECTIVE LIGHT SET OR OFFER A SUBSTITUTION IN THE EVENT THE ITEM IS NOT IN STOCK OR IS DISCONTINUED, WITH PROPER PROOF OF PURCHASE. WHERE APPLICABLE, REPLACE BURNED OUT OR BROKEN BULBS IMMEDIATELY. BURNED OUT OR BROKEN BULBS SHORTEN THE LIFE OF ALL OTHER BULBS IN THE LIGHT SET. BROKEN, FADED, OR BURNED OUT BULBS, BULB COVERS AND FUSES ARE NOT COVERED UNDER WARRANTY AND THE REPLACEMENT OF BULBS AND FUSES IS THE RESPONSIBILITY OF THE USER. THIS WARRANTY IS VOID IF LIGHT SET IS DAMAGED DUE TO ACCIDENT, ABUSE, MISUSE, NEGLIGENCE, WEATHER, IF ANY IDENTIFYING LABELS ARE REMOVED (UL TAG AND WHITE MANUFACTURERS DATE TAG), OR IF NON- SEASONS 4 BULBS ARE INSERTED INTO LIGHT SETS. IN NO EVENT SHALL SEASONS 4 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY OR LOST BUSINESS SALES AND/OR PROFITS, RESULTING FROM ANY DEFECTS IN THE LIGHT SET.

CONSUMERS AND OTHER USERS MUST COMMUNICATE DIRECTLY WITH THE POINT OF PURCHASE LOCATION FROM WHICH THE SALE WAS MADE AND RETAIN REPAIR OR REPLACEMENT AUTHORIZATION FROM THE RETAILER OR DISTRIBUTOR, WITH PROPER PROOF OF PURCHASE. WARRANTY IS GOVERNED BY SAME SEASONS 4 WARRANTY GUIDELINES, OPTIONS AND DISCRETION.



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, 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.

Bronner's Commercial Display

Name of Agency/Company/Firm (Please Print)

Brian Goff

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

9/1/16

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



Legal Status of Bidder:

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

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Brian Goff, bearing the office title of Sales Representative, 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:

_____	_____
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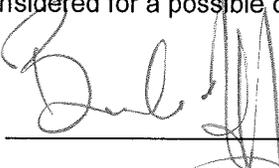


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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	Bronner Display and Sign Advertising, Inc, dba Bronner's Commercial Display
Street Address	25 Christmas Lane
City	Frankenmuth
State, Zip	Michigan, 48734
Corporate I.D. Number/State	026844
Taxpayer I.D. #	38-1630030

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: Brian A. Goff

Witness Signature: 

Printed Name of Witness: Janice Kribs



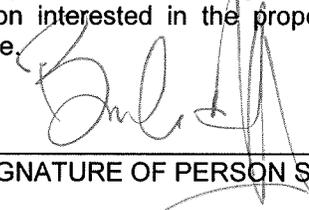
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Brian Arthur Goff, being duly sworn deposed, says that he
(Print Full Name)

is Sales Representative. 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.

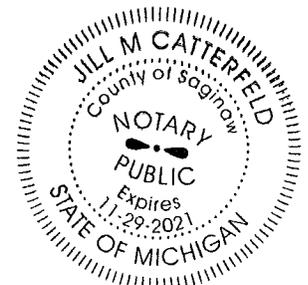

SIGNATURE OF PERSON SUBMITTING BID

Jill McCatterfeld
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 12th
day of September, 2016
in and for Saginaw County.

My commission expires:

11-29-2021





REVISED BID PROPOSAL FORM

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR HOLIDAY LIGHTS AT THE CITY OF TROY** in accordance with the attached bid specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Landscape Services, Inc.

Proposal	Description: PURCHASE OPTION	Qty.	Unit Price	Total
A	Furnish 25' strands of LED lighting with 6" spacing	5625	\$ 12.60	\$ 70,875.00
	Furnish green 3' plug adaptors	225	\$ 8.65	\$ 1,946.25
	Furnish 24' green extension cords for plug adaptors	225	\$ 12.50	\$ 2,812.50
	Total Proposal A:			\$ 75,633.75
B	COST to install and remove all holiday lighting at the end of the season. (the City will own lights at end of season)			\$ 42,975.00
	Total Proposals A & B:			\$ 118,608.75

Proposal	Description - LEASE OPTION	Qty.	Unit Price	Total
C	Lease 25' strands of LED lighting with 6" spacing	5625	\$ N/A	\$ N/A
	Lease green 3' plug adaptors	225	\$ N/A	\$ N/A
	Lease 24' green extension cords for plug adaptors	225	\$ N/A	\$ N/A
	Total Cost for all leased lighting to be installed and removed at the end of the Season.			\$ N/A
	Total Proposal C:			\$ N/A



REVISED BID PROPOSAL FORM (CONTINUED)

Lighting shall be delivered no later than October 31, 2016. Installation, if required, shall occur no later than November 27, 2016. Removal, if required, shall occur no later than March 1, 2017 unless additional time is granted in writing by the City.

NOTE: All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

Estimates given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during the mandatory site inspection(s). Any discrepancies in the measurements must be brought to the City's attention.

INFORMATION:

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at **(248) 680-7291** between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

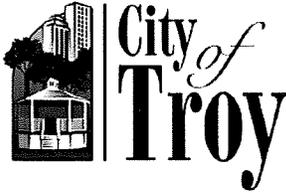
Kurt Bovensiep, Publics Work Director at **(248) 524-3417 (k.bovensiep@troymi.gov)** is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: 8:00am-5:00pm 24 Hour Phone No. 586-216-2230 Bret cell

Contact Person: Bret Steiner Phone No. 586-741-5296 Office

COMPANY NAME: Landscape Services, Inc.



September 7, 2016
Addendum 1
ITB-COT 16-26
Holiday Lights
Page 1 of 3

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 16-26, Furnishing and Installation of Holiday Lights**. The CHANGES will be considered an integral part of the original proposal documents.

QUESTION: Would the City consider a price to provide lights which would include the installation, take-down and removal of all lights.

ANSWER: The City would consider a price for a company to LEASE holiday lights to the City of which the lease would include the installation, take-down and removal of all the lights, so at the end of the holiday season the City would not own the lights. As a part of this Addendum a revised Bid Proposal Form is **ATTACHED** and included so potential bidders can respond to this option.

QUESTION: Regarding the lights being installed on the trees; how does the City want the lights installed on the trees.

ANSWER: The lights shall be installed and wrapped around the trees in a circular fashion.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 16-26, **Furnishing and Installation of Holiday Lights**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, September 15, 2016 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY: Landscape Services, Inc.

NAME OF REPRESENTATIVE: Bret Steiner

SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print) *Bret Steiner*

ADDRESS: 22932 Rasch Drive
Clinton Township, MI 48035

DATE: September 15, 2016



BRET STEINER
TEL 586 741 5296
CELL 586-261-2230
FAX 586 741 4600
bret@lsimichigan.com
22932 RASCH DRIVE
CLINTON TOWNSHIP, MI 48035
WWW.LSIMICHIGAN.COM

SITE INSPECTION:

All bidders (Proposal B Only) are required to examine each site to determine the amount of work to be done in accordance with the specifications. If a bidder does not conduct site inspections at each site, that bidder is not eligible to submit a bid. Contact **Mr. Kurt Bovensiep** at **(248) 524-3417** or **K.Bovensiep@troymi.gov** to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

- Our company visited the site on September 9, 2016.
- Our company did not visit the site.

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Actual samples of quoted material may be requested at the discretion of the City of Troy's designated representative. Samples will be provided at no cost to the City and will become the property of the City of Troy. Submitted samples may be used for testing purposes.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, submission of the schedule of values, and the correlation of the 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 total bidder meeting specifications; 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's best interest.

COMPANY NAME: Landscape Services, Inc.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which 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.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

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.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

COMPLETION DATE:

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by November 27, 2016. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- Our Company can meet this delivery / installation schedule
- Our company cannot meet this delivery / installation schedule but offers:

Work shall commence 15 calendar days after notice to proceed.

COMPANY NAME: Landscape Services, Inc.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: City of St. Clair Shores - City offices
ADDRESS: 27600 Jefferson Circle, St. Clair Shores, MI
PHONE: 586-447-3342 CONTACT: Chris Rayes
EMAIL: chris@scs.net

COMPANY: Beaumont Hospital - Grosse Pointe
ADDRESS: 468 Cadieux, Grosse Pointe, mi
PHONE: 313-343-1535 CONTACT: Tom Kwiatkowski
EMAIL: tkwiatkowski@beaumont.edu

COMPANY: Nautical Mile, Waby Park - St. Clair Shores
ADDRESS: 27600 Jefferson Circle, St. Clair Shores, Mi
PHONE: 586-447-3311 CONTACT: Mike Smith
EMAIL: _____

IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: Landscape Services, Inc.

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.

- (x) 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 Office of the City Clerk.

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: Landscape Services, 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.

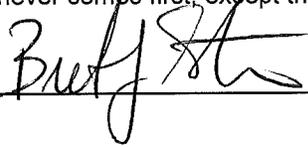
COMPANY NAME: _____ Landscape Services, Inc.

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

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: 38-3229244

COMPANY: Landscape Services, Inc.

ADDRESS: 22932 Rasch Drive CITY: Clinton Township STATE: MI ZIP: 48035

PHONE: (586) 741-5296 FAX NUMBER: (586) 741-4600

REPRESENTATIVE NAME: Bret Steiner

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

(Print)



PAYMENT TERMS: NET 30

WARRANTY: _____

CHECK INCLUDED: \$3750.00

E-MAIL: bret@lsimichigan.com

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS.

EXCEPTIONS:

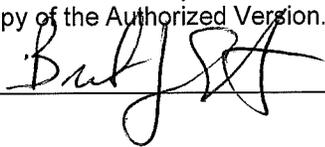
Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer.

Landscape Services, Inc. will not be providing a price for leased products (lights and cords).

ACKNOWLEDGEMENT:

I, Bret Steiner, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



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.

NOTE:

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

U.S. FUNDS:

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

CITY OF TROY
Holiday Lights

GENERAL SPECIFICATIONS

A. Contractor Qualifications

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
2. Insurance requirements shall be in accordance with the attached SAMPLE CERTIFICATE.
3. The Contractor shall conform to all applicable Federal, State and Local laws.

B. General Specifications

1. Each individual or company shall be responsible for visiting the site of the proposed work in order to fully acquaint him or herself with existing conditions so that the company may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a bid proposal shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, asphalt, concrete, traffic signs, pedestrians, and automobiles.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due to the contractor there under, without written consent of the City.
4. The Contractor shall use materials as specified in the specifications. Material other than specified will be permitted only after written application by Contractor and written approval by the City prior to bid opening. Substitutions will only be allowed when in the best interest of the City.
5. The Contractor shall furnish all such equipment, tools and labor necessary to pursue work in an acceptable manner and to a speedy completion. This contract is based on the Contractor furnishing and using his/her own equipment, tools and labor which are suitable to carry out this contract in an efficient manner, unless otherwise herein specified.
6. The Contractor shall keep the premises free from rubbish and debris at all times and shall arrange his or her material storage so as not to interfere with the City's operation of the job. Materials are not to be delivered to the site until work is to commence. All unused materials, rubbish and debris shall be removed from the site. The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy
7. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.

Holiday Lights Specifications

Page 2 of 3

8. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.
9. Any permits for the installation or construction of any of the work included under this contract, which are required by any of the legally constituted authorities having jurisdiction shall be obtained by the Contractor at the proper time. Fees for any necessary permits will be waived by the City.
10. The Contractor agrees that he or she will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
11. The Contractor must conform to all Federal, State, and Local labor laws.
12. Any deviations from these specifications must be approved in writing by a designated representative in the Department of Public Works.
13. The City may, without invalidation of the original contract, order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the City with a detailed estimate of the cost of the proposed change.

C. Scope of Work - The scope of work under this contract includes :

DESCRIPTION: The City of Troy seeks to purchase holiday lighting for 225 trees, approximately 25 strands of lights per tree, located in the medians of West Big Beaver Road between Coolidge Road and Rochester Road in Troy, MI. The City may, at its discretion, require installation of the lighting by the successful bidder.

LIGHTING

The following specifications are a minimum requirement. Any deviation from these requirements should be noted in the exceptions section of the Signature Page (Page 7 of 7.)

- Light strands shall be 25 feet in length
- Lights will be no greater than 6" in spacing between other lights on the strand and consist of a minimum of 50 wide-angle LED lights per strand
- Lights will be a minimum of 5mm wide angle LED and be warm white in color (2700-2850 degrees Kelvin)
- Light strands shall have a locking couple style connection for the connection of plugs and other light strands and shall consist of a seal to guard against water intrusion
- Wire will be a minimum of 22 gauge for light strands
- Must be able to connect a minimum of 45 strands to one plug with a wattage not to exceed 5 watts per strand
- Lights shall have a minimum of a three (3) year warranty and/or 3,000 hours. A copy of the warranty shall be included with your bid response.
- Power adapter cable shall handle a minimum of 45 light strands worth of wattage and be a minimum of 3 feet in length
- Cord extensions shall handle a minimum of 45 light strands worth of wattage and be a minimum of 24 feet in length.

POWER SOURCES

The outlets are on every street light pole. They are Ground Fault Interrupter (GFI) outlets. There is one receptacle with two outlets on each pole. Contractor is responsible for completing a site visit to familiarize itself with the location power sources.

INSTALLATION

Should installation of lights be required by the City the successful vendor shall be permitted to work between the hours of 7am-8pm Monday through Saturday only. No blocking of through lanes of traffic will be permitted. Use of de-acceleration lanes is permitted from the indirect left turns or otherwise installation shall occur by using poles. No permits are required for installation of lighting unless installation occurs on a Sunday. If equipment or vehicle is used on turf or landscaping the contractor is responsible for repairs if damaged.

1. **Safety Barriers** - The Contractor shall at all times have the construction site barricaded off to the general public until such time each site is accepted by the City. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.
2. **Storage of Materials** – The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy.
3. **Installation and Removal Deadlines:**
 - a. Installation no later than **November 27, 2016**.
 - b. Lights shall be removed no later than **March 1, 2017** unless written extension by the City is granted.



Complete Landscape Maintenance & Installation

22932 Rasch Clinton Twp., MI 48035

(586) 741-5296 • FAX (586) 741-4600
www.lsimichigan.com

Landscape Services, Inc. Warranty – City of Troy Holiday Lights

Landscape Services, Inc.(LSI) will warranty 5,625 LED – 5mm25L, warm white lights for three (3) seasons and/or 3,000 hours.

Warranty will cover 3 seasons of Installation starting October __, 2016 to the final turnoff on January 7, 2019.

Warranty will cover manufacturing defects, light bulb failure and wiring failure.

Warranty will not cover abuse of product, natural causes, i.e. -animals, theft, weather, vandalism, power surge. Warranty will not cover handling damage by other contractors, that are not LSI.

City of Troy will store lights in protective bins, Lights will be stored in an indoor facility. City approved bins will be supplied by City of Troy.

_____ Date _____

City of Troy Representative

_____ Date _____

Landscape Services, Inc. Representative



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Bret Jeremy Steiner, being duly sworn deposed, says that he
(Print Full Name)

is Landscape Supervisor/Estimator. 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.

Bret J Steiner
SIGNATURE OF PERSON SUBMITTING BID

Sandra A Schaffer
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 14th
day of September, 2016
in and for MACOMB County.

My commission expires:
7-14-17

SANDRA A SCHAFFER
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jul. 14, 2017
Acting in the County of MACOMB



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, 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.

Landscape Services, Inc.

Name of Agency/Company/Firm (Please Print)

Bret Steiner - Landscape Supervisor/Estimator

Name and title of authorized representative (Please Print)

[Handwritten Signature]

Signature of authorized representative

9-15-16

Date

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

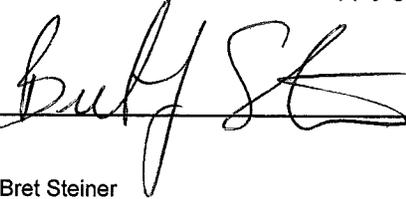


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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	Landscape Services, Inc.
Street Address	22932 Rasch Road
City	Clinton Township
State, Zip	Michigan, 48035
Corporate I.D. Number/State	38-3229244
Taxpayer I.D. #	38-3229244

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: Bret Steiner

Witness Signature: 

Printed Name of Witness: Troy Lenk



Work History – Holiday Decorating

City of St. Clair Shores

- Wahby Park** Responsible for installing holiday lights on selected trees, gazebo and bridge.
- City Hall** Responsible for installing holiday lights on selected trees, garland and sign.
- Court House** Responsible for installing holiday lights on selected trees, garland and sign.
- Police Station** Responsible for installing holiday lights on selected trees, garland and sign.

American Axle - Hamtramck

Responsible for lighting selected trees, cedar wreaths and garland.

Pulte Homes

Responsible for installing holiday lights at selected models.

All State Fastener - Roseville

Responsible for installing holiday lights on all spruce trees.

Stony Pointe Subdivision - Rochester

Responsible for installing holiday lights on all trees, spruce and sign in front the entrance.

Beaumont Hospital – Grosse pointe

Responsible for installing holiday lights on all trees, spruce

Steve Yzerman Residence

Responsible for installing holiday lights on all trees, spruce and garland in front yard.

Pinnacle Homes

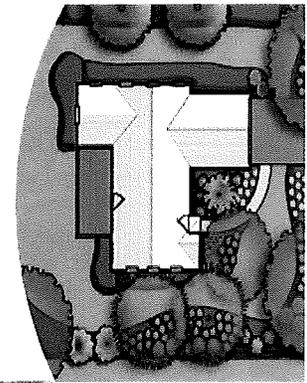
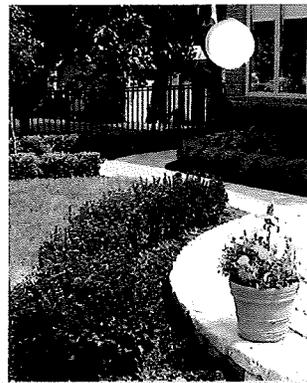
Responsible for installing holiday lights at selected models.

Henry Ford Cottage Hospital

Responsible for installing holiday lights on all trees, spruce and sign in front entrances. Installed wreaths and garland.

Many other completed projects to review at your request.

Surround your home with the beauty it deserves.



**LANDSCAPE
SERVICES, INC**
586•741-5296

Backed by nearly three decades of experience, Landscape Services, Inc. specializes in working with you, one-on-one, to give your construction project the attention to detail it deserves. We take a friendly, professional approach to every landscaping, hardscaping and design job we complete, and we'll always go the extra mile to make your vision a reality.

A PROFESSIONALLY DESIGNED LANDSCAPE

With our professional landscape design staff, we are able to offer you design expertise and creative solutions that others can't provide. Before the beginning of any project, we'll devise a detailed, logical plan, complete with colored drawings to illustrate how we can meet your specific needs. This important first step helps to protect your investment by ensuring that your job is always completed right the first time.

ADDING VALUE TO THE RESULTS

Because we use the finest available materials on all our projects, you'll enjoy the highest quality possible. In addition, the landscapes we install will grow in value as your trees and shrubs mature. Studies have shown that you can expect a return of up to 15% more for your home if it features professionally designed landscaping and hardscaping.

SATISFACTION GUARANTEED

Whether we provide you with landscape accents, a new retaining wall, a decorative paver patio, or even drainage and erosion control, Landscape Services, Inc. is ready to meet your needs. We back all of our work with a 100% complete satisfaction guarantee, and we're dedicated to being quickly responsive to your needs before, during and after the completion of your project.

LET'S TALK SOON

We're ready to listen, and we're looking forward to blending our extensive experience with your desires and input to make your home a very special place. Call us today for a free, no-obligation consultation.

- Landscape Design Service
- Landscape Consultation
- Landscape Installation
- Shade Gardens
- Irrigation Systems
- Landscape Lighting
- Seasonal Flowers
- Decorative Paver Patios
- Walkways & Paths
- Retaining Walls
- Container Gardens
- Privacy Screening
- Drainage & Erosion Control



We offer a full range of services from the ground up:

*Landscape Design
Swimming Pool & Site Layout
Landscape Lighting & Irrigation
Hardscape: Patios, Walls, Terraces
Drainage & Erosion Control
Full Landscape Maintenance*

Lots of ideas
and photographs at
www.lsimichigan.com



**LANDSCAPE
SERVICES, INC.**



REVISED BID PROPOSAL FORM

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR HOLIDAY LIGHTS AT THE CITY OF TROY** in accordance with the attached bid specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Professional Plantscaping Services, LLC

Proposal	Description: PURCHASE OPTION	Qty.	Unit Price	Total
A	Furnish 25' strands of LED lighting with 6" spacing	5625	\$ 14.75	\$ 82,968.75
	Furnish green 3' plug adaptors	225	\$ 2.50	\$ 562.50
	Furnish 24' green extension cords for plug adaptors	225	\$ 25.30	\$ 5,692.50
	Total Proposal A:			\$ 89,223.75
B	COST to install and remove all holiday lighting at the end of the season. (the City will own lights at end of season)			\$ 44,550.00
	Total Proposals A & B:			\$ 133,773.75

Proposal	Description - LEASE OPTION	Qty.	Unit Price	Total
C	Lease 25' strands of LED lighting with 6" spacing	5625	\$ 14.75	\$ 82,968.75
	Lease green 3' plug adaptors	225	\$ 2.50	\$ 562.50
	Lease 24' green extension cords for plug adaptors	225	\$ 25.30	\$ 5,692.50
	Total Cost for all leased lighting to be installed and removed at the end of the Season.			\$ 44,550.00
	Total Proposal C:			\$ 133,773.75



September 7, 2016
Addendum 1
ITB-COT 16-26
Holiday Lights
Page 1 of 3

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 16-26, Furnishing and Installation of Holiday Lights**. The CHANGES will be considered an integral part of the original proposal documents.

QUESTION: Would the City consider a price to provide lights which would include the installation, take-down and removal of all lights.

ANSWER: The City would consider a price for a company to LEASE holiday lights to the City of which the lease would include the installation, take-down and removal of all the lights, so at the end of the holiday season the City would not own the lights. As a part of this Addendum a revised Bid Proposal Form is **ATTACHED** and included so potential bidders can respond to this option.

QUESTION: Regarding the lights being installed on the trees; how does the City want the lights installed on the trees.

ANSWER: The lights shall be installed and wrapped around the trees in a circular fashion.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 16-26, **Furnishing and Installation of Holiday Lights**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, September 15, 2016 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY: Professional Landscaping Services, LLC

NAME OF REPRESENTATIVE: David Klier
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

ADDRESS: 719 Griswold Street, Suite 2100
Detroit, MI 48226

DATE: 9/14/2016



REVISED BID PROPOSAL FORM (CONTINUED)

Lighting shall be delivered no later than October 31, 2016. Installation, if required, shall occur no later than November 27, 2016. Removal, if required, shall occur no later than March 1, 2017 unless additional time is granted in writing by the City.

NOTE: All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

Estimates given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during the mandatory site inspection(s). Any discrepancies in the measurements must be brought to the City's attention.

INFORMATION:

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at **(248) 680-7291** between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Kurt Bovensiep, Publics Work Director at (248) 524-3417 (k.bovensiep@troy.mi.gov) is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: M-F 8:00 a.m. - 5:00 p.m. 24 Hour Phone No. (248) 417-2380

Contact Person: Margo Burke Phone No. (248) 417-2380

COMPANY NAME: Professional Landscaping Services, LLC



CITY OF TROY
BID PROPOSAL

ITB-COT 16-26
Page 1 of 7

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR HOLIDAY LIGHTS AT THE CITY OF TROY** in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Professional Landscaping Services, LLC

Please See Revised Proposal Form

Proposal	Description	Qty	Unit Price	Total
A	Furnish 25' strands of LED lighting with 6" spacing	5625	\$ _____	\$ _____
	Furnish green 3' plug adaptors	225	\$ _____	\$ _____
	Furnish 24' green extension cords for plug adaptors	225	\$ _____	\$ _____
			Proposal A Total	\$ _____
B	Installation and removal of holiday lighting			\$ _____
	Total Proposal A & B			\$ _____

Lighting shall be delivered no later than October 31, 2016. Installation, if required, shall occur no later than November 27, 2016. Removal, if required, shall occur no later than March 1, 2017 unless additional time is granted in writing by the City.

NOTE: All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

Estimates given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during the mandatory site inspection(s). Any discrepancies in the measurements must be brought to the City's attention.

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Kurt Bovensiep, Publics Work Director at (248) 524-3417 (k.bovensiep@troymi.gov) is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: M-F 8:00 a.m. to 5:00 p.m. 24 Hour Phone No. 248-417-2380

Contact Person: Margo Burke Phone No. 248-417-2380

COMPANY NAME: Professional Landscaping Services, LLC

SITE INSPECTION:

All bidders (Proposal B Only) are required to examine each site to determine the amount of work to be done in accordance with the specifications. If a bidder does not conduct site inspections at each site, that bidder is not eligible to submit a bid. Contact **Mr. Kurt Bovensiep** at **(248) 524-3417** or **K.Boveniep@troymi.gov** to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

- Our company visited the site on 9/13/2016
 Our company did not visit the site.

DOWNPAYMENTS AND PREPAYMENTS:

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

APPROVED ALTERNATES:

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as acceptability will be deemed in the City of Troy's best interest and will be final.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

DELIVERY:

Materials are not to be delivered to the site(s) until work is to commence. Secure storage space will not be available for long-term storage. All materials are to be F.O.B. delivered, freight paid to the work location(s) in the City of Troy in accordance with the attached specifications.

SAMPLES:

Actual samples of quoted material may be requested at the discretion of the City of Troy's designated representative. Samples will be provided at no cost to the City and will become the property of the City of Troy. Submitted samples may be used for testing purposes.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, submission of the schedule of values, and the correlation of the 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 total bidder meeting specifications; 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's best interest.

COMPANY NAME: Professional Landscaping Services, LLC

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which 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.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

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.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

COMPLETION DATE:

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by November 27, 2016. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- Our Company can meet this delivery / installation schedule
- Our company cannot meet this delivery / installation schedule but offers:

Work shall commence _____ calendar days after notice to proceed.

*Work shall commence approximately November 1, 2016.

COMPANY NAME: Professional Landscaping Services, LLC

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: Southfield Town Center
ADDRESS: _____
PHONE: 248-514-5161 CONTACT: Nick Amato
EMAIL: _____

COMPANY: Bedrock Management
ADDRESS: _____
PHONE: 586-484-5651 CONTACT: Matt Kufta
EMAIL: _____

COMPANY: Plante Moran
ADDRESS: _____
PHONE: 248-603-5227 CONTACT: Claire Sheldon
EMAIL: _____

IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: Professional Landscaping Services, LLC

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.

- (X) 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 Office of the City Clerk.

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: Professional Landscaping Services, LLC

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: Professional Landscaping Services, LLC

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: David Klier

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: 38-3473017

COMPANY: Professional Landscaping Services, LLC

ADDRESS: 719 Griswold St., Ste. 2100 CITY: Detroit STATE: MI ZIP: 48226

PHONE: (248)765-0863 FAX NUMBER: ()

REPRESENTATIVE NAME: David Klier

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) David Klier

PAYMENT TERMS: Net 30 WARRANTY: Labor only - lights - see mfg warranty

CHECK INCLUDED: Yes E-MAIL: dklier@TPG-USA.com

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS.

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer. Please see attached Exhibit A for exceptions.

ACKNOWLEDGEMENT:

I, David Klier, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: David Klier

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.

NOTE:

The City of Troy, at their discretion, may require the bidder to Financial Credit Reporting Service before award of contract.

U.S. FUNDS:

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



Margo Burke

719 Griswold Street
Suite 2100
Detroit, MI 48226

Cell 248-417-2380
Office 313-496-3500
mburke@theprofgroup.com
@TPG-USA.COM

EXHIBIT A: EXCEPTIONS TO SPECIFICATIONS

Exceptions: We are using a manufacturer that can provide the 5625 lights with the twist end (coaxial) and the 225 adapters and cords. Listed below are the specifications we have in regards to the changes.

Adapter Cords in green will be 2' in length instead of 3'.

Extensions cords in green will be 25' in length instead of 24'

This is what we were given for the description of the lights. We can only connect 43 strands, end to end instead of 45 strands. I do not have the Kelvin figure and the bulb life is for 75,000 hours instead of 3,000 hours. We have not been giving a warranty certificate, just this note below.

Bulb Style: 5 mm Wide Angle Conical

Bulb Count: 50

Bulb Color: Warm White

Light Set Series: Professional/Commercial Grade Bulb/Socket Design: One Piece, non-removable which prevents dirt and moisture from damaging and corroding the lighting system.

Bulb Life: 75,000 hrs

Bulb Spacing: 6"

Bulb Dimensions: 1/4" h x 3/16" w

Socket Dimensions: 11/16" h x 5/16" w

Overall Dimensions: 15/16" h x 5/16" w

Wire Color: Green

Wire Gauge: 22 gauge

Rectifier: Full Wave Rectified – Specially designed inline, double injected molded – double sealed against the elements. Prevents the bulbs from flickering during illumination.

Light Set Length: 25'

Lead Length: 6"

Tail Length: 6"

Connector Type: End to End Connector – Up to 43 sets can be connected end to end and plugged into one extension cord or outlet.

Plug Type: Stackable, fused. Standard 2-prong plug. Works with any standard 110/120 volt outlet. No adapter required.

UL Rated: Yes, for indoor or outdoor use.

Watts Per Set: 4.8 watts

Amps Per Set: .04 amps

Voltage: 120 volts

Max # of Sets Connected Together: 43

Warranty: 3 Season Warranty *

Warranty

Christmas lights will be free from defects in material and workmanship. Warranty is voided if the lights are used beyond normal seasonal usage, which is considered 90 days or less each year. Rough handling, cut/torn wires or modification of the light set in any way will void the warranty. For additional details and warranty claims, refer to our terms and conditions. We do not pay the shipping costs for returned lights under the warranty.

Warranty Returns

Product returns within the warranty period must first be approved first. Once the warranty return has been shipped back to the warehouse, it will be inspected to determine if it falls under the warranty coverage. The product will then be repaired or replaced at the manufacturer's discretion. Generally a refund is not offered for warranty returns. In the event that an item cannot be repaired or replaced, then a product credit will be offered that can be used for future purchases.

Christmas light warranty only cover product repair or replacement and does not cover any labor or other expenses involved with the installation, service or removal of items purchased from us. The owner of the lights will pay all shipping cost to return lights to the manufacturer.

CITY OF TROY
Holiday Lights

GENERAL SPECIFICATIONS

A. Contractor Qualifications

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
2. Insurance requirements shall be in accordance with the attached SAMPLE CERTIFICATE.
3. The Contractor shall conform to all applicable Federal, State and Local laws.

B. General Specifications

1. Each individual or company shall be responsible for visiting the site of the proposed work in order to fully acquaint him or herself with existing conditions so that the company may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a bid proposal shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, asphalt, concrete, traffic signs, pedestrians, and automobiles.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due to the contractor there under, without written consent of the City.
4. The Contractor shall use materials as specified in the specifications. Material other than specified will be permitted only after written application by Contractor and written approval by the City prior to bid opening. Substitutions will only be allowed when in the best interest of the City.
5. The Contractor shall furnish all such equipment, tools and labor necessary to pursue work in an acceptable manner and to a speedy completion. This contract is based on the Contractor furnishing and using his/her own equipment, tools and labor which are suitable to carry out this contract in an efficient manner, unless otherwise herein specified.
6. The Contractor shall keep the premises free from rubbish and debris at all times and shall arrange his or her material storage so as not to interfere with the City's operation of the job. Materials are not to be delivered to the site until work is to commence. All unused materials, rubbish and debris shall be removed from the site. The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy
7. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.

Holiday Lights Specifications

Page 2 of 3

8. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.
9. Any permits for the installation or construction of any of the work included under this contract, which are required by any of the legally constituted authorities having jurisdiction shall be obtained by the Contractor at the proper time. Fees for any necessary permits will be waived by the City.
10. The Contractor agrees that he or she will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
11. The Contractor must conform to all Federal, State, and Local labor laws.
12. Any deviations from these specifications must be approved in writing by a designated representative in the Department of Public Works.
13. The City may, without invalidation of the original contract, order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the City with a detailed estimate of the cost of the proposed change.

C. Scope of Work - The scope of work under this contract includes :

DESCRIPTION: The City of Troy seeks to purchase holiday lighting for 225 trees, approximately 25 strands of lights per tree, located in the medians of West Big Beaver Road between Coolidge Road and Rochester Road in Troy, MI. The City may, at its discretion, require installation of the lighting by the successful bidder.

LIGHTING

The following specifications are a minimum requirement. Any deviation from these requirements should be noted in the exceptions section of the Signature Page (Page 7 of 7.)

- Light strands shall be 25 feet in length
- Lights will be no greater than 6" in spacing between other lights on the strand and consist of a minimum of 50 wide-angle LED lights per strand
- Lights will be a minimum of 5mm wide angle LED and be warm white in color (2700-2850 degrees Kelvin)
- Light strands shall have a locking couple style connection for the connection of plugs and other light strands and shall consist of a seal to guard against water intrusion
- Wire will be a minimum of 22 gauge for light strands
- Must be able to connect a minimum of 45 strands to one plug with a wattage not to exceed 5 watts per strand
- Lights shall have a minimum of a three (3) year warranty and/or 3,000 hours. A copy of the warranty shall be included with your bid response.
- Power adapter cable shall handle a minimum of 45 light strands worth of wattage and be a minimum of 3 feet in length
- Cord extensions shall handle a minimum of 45 light strands worth of wattage and be a minimum of 24 feet in length.

POWER SOURCES

The outlets are on every street light pole. They are Ground Fault Interrupter (GFI) outlets. There is one receptacle with two outlets on each pole. Contractor is responsible for completing a site visit to familiarize itself with the location power sources.

INSTALLATION

Should installation of lights be required by the City the successful vendor shall be permitted to work between the hours of 7am-8pm Monday through Saturday only. No blocking of through lanes of traffic will be permitted. Use of de-acceleration lanes is permitted from the indirect left turns or otherwise installation shall occur by using poles. No permits are required for installation of lighting unless installation occurs on a Sunday. If equipment or vehicle is used on turf or landscaping the contractor is responsible for repairs if damaged.

1. **Safety Barriers** - The Contractor shall at all times have the construction site barricaded off to the general public until such time each site is accepted by the City. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.
2. **Storage of Materials** – The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy.
3. **Installation and Removal Deadlines:**
 - a. Installation no later than **November 27, 2016**.
 - b. Lights shall be removed no later than **March 1, 2017** unless written extension by the City is granted.



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

DAVID KLIER, being duly sworn deposed, says that he
(Print Full Name)

is GENERAL MANAGER. 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.

David Klier

SIGNATURE OF PERSON SUBMITTING BID

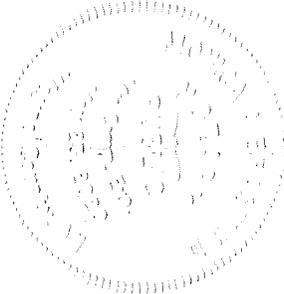
Monica A Brasfield

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 14th
day of September, 2016
in and for Wayne County.

My commission expires:

5-23-2020



MONICA A BRASFEILD
Notary Public - Michigan
Wayne County
My Commission Expires May 23, 2020
Acting in the County of Wayne



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, 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.

Professional Landscaping Services, LLC

Name of Agency/Company/Firm (Please Print)

David Klier

Name and title of authorized representative (Please Print)

9/14/16

Signature of authorized representative

Date

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



**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	Professional Landscaping Services, LLC
Street Address	719 Griswold Street, Suite 2100
City	Detroit
State, Zip	MI, 48226
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3473017

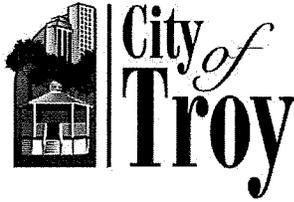
The undersigned, with: 1.) full knowledge of all of Vendor's business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required 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: David Klier

Witness Signature: _____

Printed Name of Witness: Ashley Sellers



PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

PUBLIC ACT 57

Page 2 of 2

Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
 - (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
 - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3

- (a) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.
- (b) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4. If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5. This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6. This Act is repealed effective December 31, 2001.

Enacting Section 1. This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)



**STATEMENT OF NO BID
CITY OF TROY**

BID NUMBER: ITB-COT 16-26
TITLE: HOLIDAY LIGHTS

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS: _____

COMPANY INFORMATION:
 COMPANY NAME: _____
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
 TITLE: _____
 COMPANY: _____
 ADDRESS: _____

 FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.

Sample Additional Insured Endorsement for General Liability

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Named Insured			Endorsement Number 4
Policy Symbol HDO	Policy Number 1	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

Authorized Agent

Sample Additional Insured Endorsement for Automobile Liability

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured *			Endorsement Number 2
Policy Symbol ISA	Policy Number	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- GARAGE COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M 07/01/2016 forms a part of
Policy No CA 319-44-96 issued to PROFESSIONAL GROUNDS SERCVIVES, LLC
By NATIONAL UNION FIRE INSURANCE OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

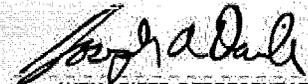
SCHEDULE

ADDITIONAL INSURED: WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.


AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2016 forms a part of

Policy No. GL 586-33-04 issued to PROFESSIONAL GROUNDS SERVICES, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

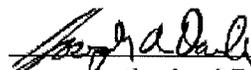
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2016 forms a part of

Policy No. CA 319-44-96 issued to PROFESSIONAL GROUNDS SERVICES, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

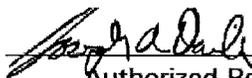
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

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The following Definitions apply to this endorsement:

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2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative



September 7, 2016
Addendum 1
ITB-COT 16-26
Holiday Lights
Page 1 of 3

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 16-26, Furnishing and Installation of Holiday Lights**. The CHANGES will be considered an integral part of the original proposal documents.

QUESTION: Would the City consider a price to provide lights which would include the installation, take-down and removal of all lights.

ANSWER: The City would consider a price for a company to LEASE holiday lights to the City of which the lease would include the installation, take-down and removal of all the lights, so at the end of the holiday season the City would not own the lights. As a part of this Addendum a revised Bid Proposal Form is **ATTACHED** and included so potential bidders can respond to this option.

QUESTION: Regarding the lights being installed on the trees; how does the City want the lights installed on the trees.

ANSWER: The lights shall be installed and wrapped around the trees in a circular fashion.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 16-26, **Furnishing and Installation of Holiday Lights**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, September 15, 2016 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY: _____

NAME OF REPRESENTATIVE: _____
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

DATE: _____



REVISED BID PROPOSAL FORM

The undersigned proposes to *FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR HOLIDAY LIGHTS AT THE CITY OF TROY* in accordance with the attached bid specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: _____

Proposal	Description: PURCHASE OPTION	Qty.	Unit Price	Total
A	Furnish 25' strands of LED lighting with 6" spacing	5625	\$ _____	\$ _____
	Furnish green 3' plug adaptors	225	\$ _____	\$ _____
	Furnish 24' green extension cords for plug adaptors	225	\$ _____	\$ _____
	Total Proposal A:			\$ _____
B	COST to install and remove all holiday lighting at the end of the season. (the City will own lights at end of season)			\$ _____
	Total Proposals A & B:			\$ _____

Proposal	Description - LEASE OPTION	Qty.	Unit Price	Total
C	Lease 25' strands of LED lighting with 6" spacing	5625	\$ _____	\$ _____
	Lease green 3' plug adaptors	225	\$ _____	\$ _____
	Lease 24' green extension cords for plug adaptors	225	\$ _____	\$ _____
	Total Cost for all <i>leased</i> lighting to be installed and removed at the end of the Season.			\$ _____
	Total Proposal C:			\$ _____