

d) **Standard Purchasing Resolution 2 and Budget Amendment – Generator and Replacement UPS for Police/Fire Dispatch Center**

Resolution #2017-05-089-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to purchase and install the UPS/Generator for the City of Troy Police Department to the low bidder meeting specifications, *Corby Energy Services of Belleville, MI* for an estimated total cost of \$194,900.00; as contained in the bid tabulation opened May 11, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council also **APPROVES** a budget amendment to the UPS/Generator Project in the amount of \$14,900.

BE IT FINALLY RESOLVED, That the contract is **CONTINGENT** upon contractor's submission of properly executed bid and contract documents, including insurance certificates, and all other specified requirements.

2017-05-089 J4d

# BLANKET ORDER

No. 2017-00001040

DATE: 05/24/2017

PAGE: 1 of 1

FOB DESTINATION

Ship To

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

Bill To

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

**COUNCIL RESOLUTION**

2017-05-089-J4d

**VENDOR NO. 137269**

Vendor

CORBY ENERGY SERVICES  
6001 SCHOONER DRIVE  
PO BOX 970  
BELLEVILLE, MI 48112

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	PROPOSAL A: APC-UPS Uninterruptable Power Source. Shall have the following components, a total of three (3) APC cabinets connected together. Dimensions for each shall be 24" wide, 36" deep and 81" High. Shall include all labor, materials, parts, tools, equipment and supervision for the install and ONE (1) year Warranty.	82,000.0000	\$82,000.00
1	Each	UPS Warranty THREE (3) Year Warranty	5,400.0000	\$5,400.00
1	Each	PROPOSAL B: Generator and ATS. Shall include all labor, materials, parts tools, equipment and supervision required for the install of the Generator and ATS and all wiring. Shall include a two (2) year warranty; year one (1) parts/labor and year (2) parts only.	104,700.0000	\$104,700.00
1	Each	Generator and ATS WARRANTY FIVE (5) Year Parts and Labor Warranty.	2,800.0000	\$2,800.00

Entered By: MaryBeth Murz

\$194,900.00

**Special Instructions:**

CERTIFICATE OF INSURANCE & ENDORSEMENT SHALL BE ON FILE FOR DURATION OF PROJECT. CITY COUNCIL AWARD DATE: 5/22/2017. Shall be delivered and installed as per all bid specifications of ITB-COT 17-06.

**TERMS & CONDITIONS**

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

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

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

*MaryBeth Murz*



# CITY COUNCIL AGENDA ITEM

Date: May 17, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager *[Signature]*  
 David Roberts, Fire Chief *[Signature]*  
 Gary Mayer, Police Chief *[Signature]*  
 Steve Pallotta, Director of Building Operations  
 Joseph Haddad, Police Communications Sergeant *[Signature]*

Subject: Standard Purchasing Resolution 2 and Budget Amendment - Generator & Replacement UPS for Police/Fire Dispatch Center

### History

One of the ISO (Insurance Services Office) requirements under the Public Safety Communications section of the community grading schedule is that the dispatch center be equipped with an emergency electrical power source, and that it be tested weekly under load. A complete log of these tests is required to be maintained. Although the police department facility already has a generator, there are two critical issues with the current configuration:

1. In order to test this generator under load, it would be necessary to drop the power to the entire building momentarily during the switchover process, run the generator, and then momentarily drop the power a second time (typically an hour later) when the load is switched back to the normal utility power. These power interruptions, once a week, would cause major issues in the police department as every computer would reboot and have to be logged in again.
2. The current generator does not have the capability of interfacing to the computer network to accomplish the logging and reporting function as required by the standard.

Additionally, the UPS (Uninterruptible Power Supply) within the Police Communications Center is over 13 years old and has reached its end of life for parts, service and support. The UPS and Generator work together to provide "Clean Power" to all communications systems within the 911 Center and are considered critical infrastructure for 24-7 Police & Fire Dispatch Operations.

The overall project involves the installation of a redundant generator and replacement UPS for the Troy Police & Fire Dispatch Center. In an effort to maintain or improve the Fire Department's current ISO rating, this power upgrade project will bring the Communications Center up to the requirements of NFPA 110 and NFPA 111 related to emergency power.



## CITY COUNCIL AGENDA ITEM

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Date: May 17, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager  
David Roberts, Fire Chief  
Gary Mayer, Police Chief  
Steve Pallotta, Director of Building Operations  
Joseph Haddad, Police Communications Sergeant

Subject: Standard Purchasing Resolution 2 and Budget Amendment - Generator & Replacement UPS for Police/Fire Dispatch Center

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### History

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Additionally, the UPS (Uninterruptible Power Supply) within the Police Communications Center is over 13 years old and has reached its end of life for parts, service and support. The UPS and Generator work together to provide "Clean Power" to all communications systems within the 911 Center and are considered critical infrastructure for 24-7 Police & Fire Dispatch Operations.

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# CITY COUNCIL AGENDA ITEM

## History (continued)

Electrical Engineering Services will be Phase I of the project in order to determine the necessary requirements for project implementation. Phase I was completed in April of 2017. Phase II will be the installation of the UPS in the 911 Center and will be completed prior to June 30, 2017. Phase III will be the Installation of the Generator and Automatic Transfer Switches and will commence after July 1, 2017 with a completion date of August 31, 2017.

## Purchasing

On May 11 2017, a bid opening was conducted as required by the City Charter/Code for the purchase and installation of a UPS/Generator system. The bid was posted on the Michigan Intergovernmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) . **Three (3) bids were received.**

<b>Companies notified via MITN</b>	779
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	53
Troy Companies that viewed the bid	1

*MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City.

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

The bid pricing was analyzed by line item. Based on bid results it is recommended to award the bid low bid as specified.

### **Phase II**

APC UPS (Uninterruptible Power Source) with 3 year warranty

Total: \$87,400.00

### **Phase III**

Generator 70kW Standby Power System & Automatic Transfer Switch "ATS" with 5 year warranty.

**Total: \$107,500.00**

## Financial

**Police:** The total cost of the UPS Replacement is \$87,400.00. Funds are available in the PD Capital Account 401.301.12.325.7975.900 and the Project# is 2017C0001.

**Fire:** The total cost of the Generator and ATS is \$107,500. Funds are available in the FD Capital Account 401.336.343.7975.900 and the Project# is to be determined in fiscal year 2018.

The total estimated project cost of the combined UPS replacement and emergency generator installation is \$194,900 as detailed in the attached Bid Tabulation with the selected alternates. The 2018 approved budget amount for the generator is \$90,000. There is a remaining



## CITY COUNCIL AGENDA ITEM

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### **Financial (continued)**

amount of \$36,200 in the 2017 Fire Department Capital budget as a result of the Electrical Engineering Services study. A budget amendment in the amount of \$14,900 is being requested in the 2018 Fire Department Capital budget to cover the cost of the emergency generator, and bring the budgeted amount for the overall project in line with the total estimated project cost of \$194,900.

### **Recommendation**

City management recommends awarding a contract to the low bidder meeting specifications as detailed in the bid tabulation opened May 11, 2017 to *Corby Energy of Belleville, MI* in the estimated total amount of \$194,900. City management also recommends a budget amendment to the UPS/Generator Project in the amount of \$14,900.00.

Vendor Name:

Corby Energy	Howell Construction	Troy Electric
Bellville, MI	Howell, MI	Troy, MI
1040869	200512989	811880
\$5,000.00	\$5,000.00	\$5,000.00

Ck.#  
Ck. Amount

**PROPOSAL A - APC-UPS UNINTERRUPTABLE POWER SOURCE:**

Shall have the following components, a total of three (3) APC cabinets connected together. Dimensions for each shall be 24" Wide, 36" Deep, and 81" Height. Shall include all labor, materials, parts, tools, equipment and supervision for the install and ONE (1) year Warranty.

<b>PROPOSAL A - TOTAL COST:</b>	<b>\$82,000.00</b>	<b>\$108,000.00</b>	<b>\$128,843.00</b>
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**PROPOSAL A - ALTERNATES:**

1. WARRANTY - Cost for a TWO (2) YEAR Warranty	\$ 2,700.00	\$ 1,400.00	\$ 2,600.00
2. WARRANTY - Cost for a THREE (3) YEAR Warranty	\$ 5,400.00	\$ 1,400.00	\$ 2,600.00
3. BATTERY WARRANTY - Cost for an additional TWO (2) YEAR Warranty	\$ 11,000.00	\$ 6,500.00	\$ 5,400.00

**PROPOSAL B - GENERATOR AND ATS:**

Shall include all labor, materials, parts, tools equipment and supervision required for the install of the Generator and ATS and all wiring. Approved suppliers shall be Generac, Industrial Power, Kohler, Cummins/Onan and Caterpillar. Shall include a two (2) year warranty; year one (1) parts/labor and year two (2) parts only.

<b>PROPOSAL B - TOTAL COST:</b>	<b>\$104,700.00</b>	<b>\$99,500.00</b>	<b>\$109,621.00</b>
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**PROPOSAL B - ALTERNATES:**

1. Cost for down lights (LED) to be re-fed at 120v from RP-DUPS.	\$1,500.00	\$1,000.00	\$2,800.00
2. Cost for wall-mounted lights (LED) to be re-fed at 277v from from new LP-2GAA2 (Gen2).	\$1,500.00	\$1,300.00	\$1,200.00
3. WARRANTY - Cost for a FIVE (5) YEAR Parts and Labor Warrant	\$2,800.00	\$1,300.00	\$1,500.00
4. MAINTENANCE AGREEMENT - Cost for a TWO (2) YEAR Maintenance Agreement which shall include a Bi-Annual Visit and Annual Load Bank Testing.	\$850/yr	\$2,800.00	\$2,900.00

**CONTACT INFORMATION:**

Hours of Operation:		7AM-7PM	8AM-5PM
24 Hr. Contact Phone No.	313-350-2441	248-877-8273	248-895-9421
PROGRESS PAYMENTS:	N	Y	Y
REFERENCES:	Y	Y	Y
INSURANCE:			
Can Meet	Y	Y	Y
Cannot Meet			
SIGNATURE PAGE:	Y or N	Y	Y
PAYMENT TERMS:	Net 30 days	Net 30	Net 15 days
EXCEPTIONS:	Y or N	N	Y
FORMS COMPLETED:	Y or N	Y	Y

ATTEST:

Enna Bachelor  
Susan Riesterer  
Shawn Hugg

MaryBeth Murz, Purchasing Manager

**STANDARD PURCHASING RESOLUTION 2 – Low Bidder Meeting Specifications – Generator & Replacement UPS for Police/Fire Dispatch Center**

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to purchase and install the UPS/Generator for the City of Troy Police Department to the low bidder meeting specifications, *Corby Energy Services of Belleville, MI* for an estimated total cost of \$194,900.00; as contained in the bid tabulation opened May 11, 2017, a copy of which shall be ATTACHED to the original Minutes of this meeting and;

BE IT FURTHER RESOLVED, That Troy City Council also **APPROVES** a budget amendment to the UPS/Generator Project in the amount of \$14,900 and;

BE IT FINALLY RESOLVED, that the contract is CONTINGENT upon contractor's submission of properly executed bid and contract documents, including insurance certificates, and all other specified requirements.





ORIGINAL

**CITY OF TROY  
BID PROPOSAL**

ITB-COT 17-06  
Page 1 of 8

The undersigned proposes to **INSTALL A NEW UPS AND GENERATOR REPLACEMENT AT THE TROY POLICE DEPARTMENT** in accordance with the attached specifications, diagrams and site maps that are to be considered an integral part of this proposal, at the following prices:

**COMPANY NAME:** CORBY ENERGY SERVICES, INC.

**The bid document contains the following sections:**

Instructions to Bidders (2 pages)	Specifications – Wiring Devices (3 pages)
Bid Proposal (8 pages)	Specifications – Engine Generator (Natural Gas) (13 pages)
Forms (8 forms)	Specifications – Modular Scalable Static Uninterruptible System (16 pages)
Specifications – Electrical (12 pages)	Specifications – Common Work Results for Communications (2 pages)
Specifications – Conductors & Cables (3 pages)	Diagrams – (5 pages)
Specifications – Grounding & Bonding (2 pages)	Public Act 57 (2 pages)
Specifications – Electrical Supports (2 pages)	Consent of Surety - Sample (1 page)
Specifications – Raceways & Boxes Electrical Systems (5 pages)	Sample Insurance Certificate (3 pages)
Specifications – Switchboards & Panels (7 pages)	Statement of No Bid (1 page)

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, equipment materials, and supplies, to complete the program and install in accordance with the bid specifications, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

**BID PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described and/or shown on the drawings.**

**BASE BID:** Provide all labor, materials, tools, equipment and supervision required to:

1. Install new electrical Uninterruptable Power Supply (UPS) in place of existing UPS, including cable and conduit to existing Panel RP-DUPS with scheduled downtime to be approved by the City of Troy.
2. Use existing UPS, relocated in a temporary fashion, as Temporary power to existing RP-DUPS during installation of new UPS.
3. Install new Natural Gas driven Electrical Standby Optional Generator including its Automatic Transfer Switch and all cable and conduit to power the new UPS, RTU-3 and split cooler in case of power failure to existing normal and emergency power.
4. Provide new Distribution Panels for the connection of electrical equipment from the existing electrical system thru the new Standby Optional Generator with all conduit and cable.
5. To be installed as per all work herein described and/or shown on the drawings and as per all bid specifications.



**PROPOSAL A - APC-UPS UNINTERRUPTABLE POWER SOURCE:**

Shall have the following components, a total of three (3) APC cabinets connected together. Dimensions for each shall be 24" Wide, 36" Deep, and 81" Height.

Shall include all labor, materials, parts, tools equipment and supervision required for the install and ONE (1) YEAR WARRANTY.

Symmetra PX 30kW Scalable to 40kW N+1, 208V, Model #SY30K40F.

Symmetra PX 10kW Power Module, 208V, High Efficiency, Model #SYPM10KF2.

Symmetra PX 40KW Extended Run Battery Frame with 8 Battery Modules & Startup, Model #SYCFXR8-8.

InfraStruxure PDU 40kW 480V/208V W/ MBP, Model #PD40G6FK1-M.

APC PDU 3-POLE 80AMP, BOLT ON, Square D Breaker, Model #PD3P80ABBSD, Sub-Feed Breaker, 80AMP.

**PROPOSAL A - TOTAL COST:**

\$ 72,000 —

**PROPOSAL A - ALTERNATES:**

1. WARRANTY - Cost for a TWO (2) YEAR Warranty

\$ 2700 —

2. WARRANTY - Cost for a THREE (3) YEAR Warranty

\$ 5400 —

3. BATTERY WARRANTY - Cost for an additional TWO (2) YEAR Warranty

\$ 11000 —

**PROPOSAL B - GENERATOR AND ATS:**

Shall include all labor, materials, parts, tools equipment and supervision required for the install of the Generator and ATS and all wiring.

Generator shall be an outdoor weather enclosed 70 kW standby power system to supply electrical power at 277/480 volts, 60 hertz, 3 phase. The generator shall consist of a liquid cooled spark-ignited engine, a synchronous AC alternator and system controls with all necessary accessories for a complete operation system, including but not limited to the items as specified. Basis of design is the Generac SG70 6.8L.

The system shall be supplied by an original equipment manufacturer (OEM) who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches and associated controls for a minimum of 25 years, thereby identifying one source of supply and responsibility.

Approved suppliers shall be Generac, Industrial Power, Kohler, Cummins/Onan and Caterpillar.

Shall include a TWO (2) YEAR WARRANTY; YEAR ONE (1) Parts/Labor and YEAR TWO (2) Parts Only.

**PROPOSAL B - TOTAL COST:**

\$ 104,750 —

**PROPOSAL B - ALTERNATES:**

1. Cost for down lights (LED) to be re-fed at 120v from RP-DUPS.

\$ 1500 —

2. Cost for wall-mounted lights (LED) to be re-fed at 277v from new LP-2GAA2 (Gen2).

\$ 1500 —

3. WARRANTY - Cost for a FIVE (5) YEAR Parts and Labor Warranty

\$ 2500 —

4. MAINTENANCE AGREEMENT - Cost for a TWO (2) YEAR Maintenance Agreement which shall include a Bi-Annual Visit and Annual Load Bank Testing.

\$ 850<sup>00</sup>/yr

COMPANY NAME: CORBY ENERGY SERVICES INC

**UNIT PRICES:**

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

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on Tuesday May 2, 2017 at 3:00 pm at the City of Troy Police Department 500 West Big Beaver, Troy, Michigan 48083. Meet in the EOC Training Room on the 2<sup>nd</sup> floor. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Sergeant Joseph Haddad, at (248) 524-3556 or Haddad@troymichigan.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

**SITE INSPECTIONS:**

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. Bidders are required to field verify exact service points with the utility company prior to submitting bid proposal. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said permits will be waived.

**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.

**AWARD:**

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

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**DELIVERY:**

All materials are to be F.O.B. delivered, freight paid, to the City of Troy Police Department work site.

**CONTACT INFORMATION:**

Hours of operation: MARK McVICAR  
313 350 2441 24 Hr. Contact Phone No. 313 350 2441

**LOCAL PREFERENCE:**

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

COMPANY NAME: CORBY ENERGY SERVICES INC.

**PURCHASE ORDER:**

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

**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.

**CONTRACT TERMINATION:** The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. (See Supplemental General Conditions, page 1 of 2 and General Conditions, Section 7; page 6 of 10). The Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule \_\_\_\_\_

(Please submit an attachment identified as \_\_\_\_\_ if more space is necessary.)

**REFERENCES:**

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

COMPANY: SEE ATTACHED  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY NAME: CORBY ENERGY SERVICES, INC.

**MICHIGAN CONSTRUCTION LIEN ACT:**

The bidder agrees that, if awarded the Contract he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

**PUBLIC ACT 57:**

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

**BOND SUBMITTAL:**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

**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. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. 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.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

**COMPLETION SCHEDULE:**

The work shall commence upon City Council Approval. A work schedule shall be provided to Sergeant Joseph Haddad, City of Troy Police Department. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed.

This project will be completed in **Two (2) Phases.**

1. **Phase One - UPS install.** Shall have a **Project Completion Date of JUNE 30, 2017.**
2. **Phase Two - Generator & ATS install.** Install shall commence *after* **JULY 1, 2017** with a **Project Completion Date of August 30, 2017.**

**HOURS OF AVAILABILITY FOR INSTALLATION:**

Hours of Operation shall be Monday – Friday 8:30am – 6:30pm. Saturday hours shall be pre-arranged and approved by Sgt. Haddad.

**EQUIPMENT STAGING:**

The Staging Area for Phase I & Phase II shall be the Police Garage.

COMPANY NAME:           CORBY ENERGY SERVICES, INC.

**PARKING:**

Phase 1 (UPS Replacement) –The awarded Contractor shall park in circle drive at the main entrance to the Police Department and utilize the elevator in the lobby to transport all equipment in and out of the 911 Center as it pertains to the UPS replacement. The awarded Contractor shall be responsible for providing floor and wall protection for the public elevator when used to transport equipment to the second floor.

Phase II (Generator, ATS, & All Electrical Conduits) – The Designated parking shall be within the secure area of the Police/Court Employee parking lot. The awarded Contractor shall use the West employee entrance near the shift commander desk in order to access all utility rooms and corridors where the conduits will be installed.

**CONSTRUCTION DEBRIS/TRASH:**

The City shall provide dumpsters onsite at the Police Department for the smaller items. 40 yard Dumpsters shall be provided offsite at the DPW available for larger items (Trash and Metal Recycling). The awarded Contractor shall be responsible for transporting discarded debris and trash to the appropriate Dumpster. Work areas shall be left in original condition.

**CLEARANCE/ACCESS:**

Contractors and employees who will be working onsite at the Police Department shall be subject to a background investigation before being granted access to the secure portion of the Police Facility. The awarded Contractor and employees shall be required to complete a questionnaire. The Project Supervisor will be required to be fingerprinted for unaccompanied access.

**IMPORTANT INFORMATION:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract 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 change, addition, or deduction. 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: CORBY ENERGY SERVICES, INC.

**INSURANCE:**

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

- 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 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 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.

**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 Purchasing Manager will review the insurance certificates to ensure all acceptable documents have been received and allow (5) business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with the bid 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: CORBY ENERGY SERVICES, INC.

**SIGNATURE PAGE**

**PRICES:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

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

TAX ID: 38-2402763

COMPANY: CORBY ENERGY SERVICES, INC.

ADDRESS: 6001 SCHOONER DRIVE CITY: Belleuille STATE: MI ZIP: 48111

PHONE: (734) 547-9237 FAX NUMBER: (734) 547-0340

REPRESENTATIVE NAME: MARK HENSEL, JR.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

PAYMENT TERMS: NET 30 WARRANTY: PER BID SHEET

CHECK INCLUDED: \$5,000 COMPLETION: PER ADDENDUM 1

EMAIL: mmcnicar@corbyenergy.com

**EXCEPTIONS:**

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

~~None~~ SEE ATTACHED.

**ACKNOWLEDGEMENT:**

I, MARK HENSEL, JR., 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 the MITN website, [www.mitn.info](http://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(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

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

\* LEAD TIME GENERATOR - 6-7 WEEKS  
\* UPS LEAD TIME - 4 WEEKS -





**Legal Status of Bidder:**

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

CORBY ENERGY SERVICES, INC.

A corporation duly organized and doing business under the laws of the State of MI for whom MARK HEWEL, JR., bearing the office title of VICE. PRESIDENT, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

<del>_____</del>	<del>_____</del>
------------------	------------------



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

MARK HEUSEL, JR, being duly sworn deposed, says that he/she  
(Print Full Name)

is VICE-PRESIDENT. 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]  
SIGNATURE OF PERSON SUBMITTING BID

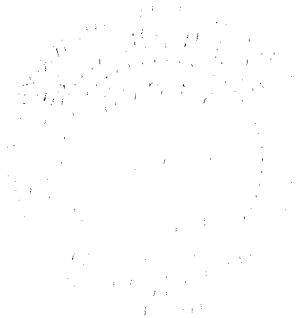
Penni Lea Peavey  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 10 day of May, 2017 in and for  
Livingston County.

My commission expires:  
12-04-2018



PENNI LEA PEAVEY  
Notary Public, State of Michigan  
County of Livingston  
My Commission Expires Dec. 04, 2018  
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, and declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

I am able to certify to the above statements.

CORBY ENERGY SERVICES, INC.  
Name of Agency/Company/Firm (Please Print)

MARK HEUSEL, JR - VICE-PRESIDENT  
Name and title of authorized representative (Please Print)

[Signature]  
Signature of authorized representative

Date 5/10/17

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.

<b>Vendor</b>	
Legal Name	CORBY ENERGY SERVICES, INC.
Street Address	6001 SCHOONER DRIVE
City	BREUEVILLE
State, Zip	MICHIGAN, 48111
Corporate I.D. Number/State	38-2402763
Taxpayer I.D. #	

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:

MARK HELSEL, JR.

Witness Signature: \_\_\_\_\_

Printed Name of Witness:

JEFFREY CORBY

May 10, 2017

City of Troy  
Bid Proposal  
ITB-COT 17-06  
UPS/Generator Bid



**Warranty Notes:**

Warranty breakout per section 3.4 of the specifications:

- One year extended warranty with next business day response \$2,700.00
- One year extended warranty with 8-hour response upgrade \$3,255.00
- Two year extended warranty with next business day response \$5,355.00
- Two year extended warranty with 8-hour response upgrade \$6,511.00
  
- Extended warranty includes one UPS inspection, which is not a full preventative maintenance.
- Cost of 1 annual 5x8 UPS preventative maintenance \$925.00

Maintenance contracts per section 3.3 of the specifications:

- Battery replacement cost \$12,250.00
  - Includes removal of old and installation of new batteries in UPS and XR frame
  - Work done during normal business hours
  - Above cost based on today's pricing

**Generator Notes & Exceptions:**

- Drawing showed a single 125A breaker, written spec called for two breakers. If second 125A breaker is required
  - Add \$800.00
- Specification called for 225A ATS with 65,000KA withstand. We are quoting a 230A ATS with 42,000KA withstand. If 65,000KA withstand is required when protected by circuit breaker, an 800A switch must be installed.
  - Add \$2,565.00



## **Completed Projects / Contracts**

**Public Lighting Authority of Detroit (PLA)** – Project includes the survey of over 80,000 light locations, and the construction over 35,000 lights do date - \$60M

**DTE Energy System Encased Conduit Projects** – The following projects all include traditional open cut excavation installation of encased electrical conduit systems including precast concrete vaults

1. Whittier Substation Encased Conduit Project - \$1,000,000.00
2. Riverfront DTE / AT&T Joint Conduit Project - \$1,300,000.00
3. Ford Rd East – Canton - \$425,000
4. Ford Rd West – Canton - \$1,100,000

### **Detroit Police Department (Communications Division)**

1. Various interior electrical and communications maintenance and upgrades 2009-2012 - \$1,000,000

### **Miscellaneous Electrical Projects**

1. Utility Reroute for Downtown Underground Parking Garage – \$200,000.00  
(Park Avenue Consultants)
2. Ann Arbor Recycle Center Electrical Upgrades - \$100,000

### **ARRA Energy Efficiency Community Block Grant (EECBG) – Energy Conservation Projects**

1. City of Dexter LED Street Lighting Upgrades - \$15,000
2. Redford, MI – Lighting Upgrades - \$165,000
3. Troy, MI –LED Retrofit - \$325,000
4. Romulus, MI – 10/11-29 Lighting Upgrades - \$67,000
5. Farmington Hills – LED Retrofit - \$120,000
6. Livonia, MI – LED Retrofit – \$233,000
7. Plymouth Community Schools - \$106,000
8. City of Pontiac - \$45,000

**International Transmission Company/Black & Veatch (ITC) –**

1. Erin-Stephens No 3 Transmission Main Conduit Project (Engineer – Black & Veatch) - \$14,500,000.00
2. ITC Essex to St. Antoine Fiber Optic Cable Installation - \$300,000
3. ITC Davison / Conant - Aerial Fiber Communications Connection - \$50,000

**DTE Energy Contracts (3 Year Contracts) – Approximate Contract Value - \$15-20M annually**

1. DTE Energy Services Contract (Southwest & Southeast territories)
2. DTE Energy Commercial Feeder Contract (Southwest & Southeast territories)
3. DTE Energy Miscellaneous / Time & Material Contract (Southwest & Southeast territories)
4. DTE Energy Cable Pulling Contract (Entire System)
5. DTE Energy Street Light Installation (Entire System)
6. DTE Energy Street Light Maintenance (Southwest & Southeast territories)
7. DTE Energy – Michcon – All work (Southeast Territories)

**AT & T Contracts (Held for over 10 years)**

1. SP Area Contracts (Misc Conduit / Manhole / Construction) \$30,000,000
  - a. Includes new build, maintenance and emergency response
  - b. Includes Millions of feet of conduit and fiber installed over the history of these contracts.
2. U-Verse Build (Video-Ready Access Devices)
  - a. Design-build & Energize

**Misc Fiber Optic Cabling projects, etc.**

1. Level (3) Communications – Misc Projects throughout SE Michigan & Florida
2. XO Communications – Various redundant fiber connection projects – SE MI
3. AT&T Global – Private Co Connections & Redundant systems - Misc Projects throughout SE Michigan
4. Verizon – Detroit Michigan Bagley/Level (3) – Conduit & Fiber
5. Verizon – Misc Maintenance – Detroit Metropolitan Area

**Water / Sewer Projects**

1. Hamburg Twp Blanket Sewer – 2001-2008 - \$4,000,000

### **Primary Reconductor Projects**

1. City of Westerville, OH – 2010 Recabling Project - \$550,000
2. DTE Energy – City of Taylor, MI 2009
3. DTE Energy – Various Communities 2012

### **Licenses, Pre-qualifications, and Associations**

1. State of Michigan Electrical License No. 6109623
2. MDOT prequalified electrical contractor – L 76101
3. Member – Michigan Infrastructure and Transportation Association (MITA)
4. Corby Energy Services is a Union Contractor
  - a. Laborers International Union of North America
  - b. International Union of Operating Engineers



REFERENCES:

Mukesh Patel	PLA of Detroit	(313) 324-8290
Eric Janness	DTE Enegy	(248) 633-6559
Peter Bean	DTE Energy	(734) 397 4074
Adrian Iraola	Park Avenue Consultants	(734) 216 9830
Mike Bergren	Park Avenue Consultants	(734) 323 5618
Daniel Amato	City of Westerville, OH	614) 901 6738
Bob Priestap	Level (3) Communications	(813) 202 7010
Chris Fowler	Verizon	(317) 685 8050
Dewey Drumm	AT&T	(734) 266 6612
Steve Lux	Black & Veatch	(510) 861 3028
John Rector	Black & Veatch	(913) 458 7328
Mike Dennis	Village of Redford, MI	(313) 387 2785
Tom Rahimzadeh	Detroit Police Dept	(313) 215 0573
Steve Pollata	City of Troy	(248) 524-3368
Nathan Geinzer	City of Farmington Hills	(248) 871-2500

