

g) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Studio Sound Replacement System**

Resolution #2017-11-179-J-4g

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications to provide Studio System Replacements for the Troy Community Center to *Thalner Electronic Labs., Inc. dba TEL Systems of Ann Arbor, MI* for an estimated total cost of \$26,748.00 all at prices contained in the bid tabulation dated November 2, 2017 a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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



PURCHASE ORDER



No. 2018-00000670

DATE: 11/27/2017

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

Bill To

CITY OF TROY
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

COUNCIL RESOLUTION
2017-11-179-j-4g

VENDOR NO. 114231

Vendor

TEL SYSTEMS
7235 JACKSON RD
ANN ARBOR, MI 48103

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lot	Sound System Replacement in Studios Four (4) Pieces Specified in attached tabulation, To be delivered and Installed as per Bid Specifications ITB-COT 17-45. Contact Brian Goul Prior to Delivery. 248 524 3529	26,748.0000	\$26,748.00
				\$26,748.00

Entered By: Kristine Kallek

Special Instructions:

CITY COUNCIL AWARD DATE: 11/13/2017.

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.

BID TABULATION
CITY OF TROY
SOUND SYSTEM

ITB-COT 17-45
Pg. 1 of 1

VENDOR NAME:

**Thalner Electronic Labs.,
Inc./dba TEL Systems
Ann Arbor, MI**

Proposal: To Purchase and Install (4) Four Pieces of Sound Systems and Speakers for the Troy Community Center Studios in Accordance With the Attached Specifications as Follows:

Equipment To purchase:				
Quantity	Description	Unit Cost (each)	Estimated Total Cost	
Audio Mixer				
1	Four (4)	6x4 Zone Processor w/blank front (2mic/line): DBX 641	\$349.00	\$1,396.00
2	Eight (8)	Programmable Volume Control Zone Controller: DBX ZC- 1	\$42.00	\$336.00
Amplifier				
3	Four (4)	Crown CDI2000 Processor	\$802.00	\$3,208.00
Main Loud Speakers				
4	Eight (8)	Yamaha 15" full range 2-way speaker system: Yamaha IF2115/95W	\$1,272.00	\$10,176.00
5	Eight (8)	Yamaha For IF2115 Speaker. White Finish: Yamaha UB2115W	\$166.00	\$1,328.00
Wireless System				
6	Four (4)	Shure Rackmount Wireless Receiver: Shure BLX4R-J10	\$178.00	\$712.00
7	Four (4)	Shure Bodypack Transmitter: Shure BLX1-J10	\$121.00	\$484.00
8	Four (4)	Shure SM31FH fitness Headset Condenser Microphone: Shure SM31FH-TQG	\$92.00	\$368.00
Rack- 1 handle per side				
9	Four (4)	TLR-D-LC2B-Option- Large Caster (4") Dolly Plate with 2 brakes, for Top-Load Rack Deep: ALS Manufacturer	\$157.00	\$628.00
10	Four (4)	TLRB-1618B Studio Series Top-Load Rack Shell 10 Space Slant Top, 16 Space Bottom Birch, Black Spatter Paint: ALS Manufacturer	\$230.00	\$920.00
11	Four (4)	Installation Materials for each Studio	\$242.00	\$968.00
12	Four (4)	Labor for Each Studio	\$1,556.00	\$6,224.00
Estimated Total Net Cost:				\$26,748.00

Delivery Schedule:	Y or N	Y
Authorized Dealer:	Y or N	Y
Service Facility		7235 Jackson Road, Ann Arbor, MI
Location:		60
Number of Miles From Troy:		48
Response Time:		
Contact Information:		
Names:		Bob Bovenkerk
24 Hour Phone #		800-686-7235
Hours of Operation:		M-F 8 AM-4:30PM
Warranty:		
Wear Items:		N
All parts and Labor:		Y
Free Second Day Shipping:		Y
Free Service Call and Tech:		Y
Subcontractors:	Y or N	Y
References:	Y or N	Y
Insurance Met:	Y or N	Y
Payment Terms:		Net 30
Exceptions:		N
Acknowledgement:		Y
Forms:		Y

Opening Date: 11/2/2017
 Reviewed Date: 11/3/2017

BID TABULATION
 CITY OF TROY
 SOUND SYSTEM

VENDOR NAME:	Thalner Electronic Labs., Inc./dba TEL Systems	Sound Planning Communications
	Ann Arbor, MI	Redford, MI

Proposal: To Purchase and Install (4) Four Pieces of Sound Systems and Speakers for the Troy Community Center Studios in Accordance With the Attached Specifications as Follows:

Equipment To purchase:		Unit Cost (each)	Estimated Total Cost	Unit Cost (each)	Estimated Total Cost	Unit Cost (each)	Estimated Total Cost
Audio Mixer							
1	Four (4)	6x4 Zone Processor w/blank front (2mic/line): DBX 641	\$349.00	\$1,396.00	\$442.78	\$1,771.12	
2	Eight (8)	Programmable Volume Control Zone Controller: DBX ZC- 1	\$42.00	\$336.00	\$47.16	\$377.28	
Amplifier							
3	Four (4)	Crown CD12000 Processor	\$802.00	\$3,208.00	\$912.48	\$3,649.92	
Main Loud Speakers							
4	Eight (8)	Yamaha 15" full range 2-way speaker system: Yamaha IF2115/95W	\$1,272.00	\$10,176.00	\$1,374.96	\$10,999.70	
5	Eight (8)	Yamaha For IF2115 Speaker. White Finish: Yamaha UB2115W	\$166.00	\$1,328.00	\$161.13	\$1,289.04	
Wireless System							
6	Four (4)	Shure Rackmount Wireless Receiver: Shure BLX4R-J10	\$178.00	\$712.00	\$201.74	\$806.96	
7	Four (4)	Shure Bodypack Transmitter: Shure BLX1-J10	\$121.00	\$484.00	\$137.55	\$550.20	
8	Four (4)	Shure SM31FH fitness Headset Condenser Microphone: Shure SM31FH-TQG	\$92.00	\$368.00	\$307.85	\$1,231.40	
Rack- 1 handle per side							
9	Four (4)	TLR-D-LC2B-Option- Large Caster (4") Dolly Plate with 2 brakes, for Top-Load Rack Deep: ALS Manufacturer	\$157.00	\$628.00	\$144.03	\$576.14	
10	Four (4)	TLRB-1618B Studio Series Top-Load Rack Shell 10 Space Slant Top, 16 Space Bottom Birch, Black Spatter Paint: ALS Manufacturer	\$230.00	\$920.00	\$406.03	\$1,624.14	
11	Four (4)	Installation Materials for each Studio	\$242.00	\$968.00	\$175.00	\$700.00	
12	Four (4)	Labor for Each Studio	\$1,556.00	\$6,224.00	\$1,485.12	\$5,940.48	
Estimated Total Net Cost:			\$26,748.00		\$29,516.38		
Delivery Schedule:		Y or N	Y	Y			
Authorized Dealer:		Y or N	Y	Y			
Service Facility Location:			7235 Jackson Road, Ann Arbor, MI	Redford, MI			
Number of Miles From Troy:			60	25			
Response Time:			48	48			
Contact Information:							

VENDOR NAME:

Names:
 24 Hour Phone #
 Hours of Operation:
 Warranty:
 Wear Items:
 All parts and Labor:
 Free Second Day Shipping:
 Free Service Call and Tech:
 Subcontractors: Y or N
 References: Y or N
 Insurance Met: Y or N
 Payment Terms:
 Exceptions:
 Acknowledgement:
 Forms:

Thalner Electronic Labs., Inc. /dba TEL Systems	Sound Planning Communications	
Ann Arbor, MI	Redford, MI	
Bob Bovenkerk	Doug Soper	
800-686-7235	313-255-4100	
M-F 8 AM-4:30PM	8AM- 5PM	
N	Y	
Y	Y	
Y	Y	
Y	Y	
Y	Blank	
Y	Y	
Y	Y	
Net 30	Net 30 w/ PO	
N	N	
Y	Y	
Y	Y	

ATTEST:

 Enna Bachelor

 Sue Reisterer

 Scott Mercer


 MaryBeth Murz
 Purchasing Manager

REVISED BID PROPOSAL FORM

The undersigned proposes to purchase and install **NEW SOUND SYSTEMS AND SPEAKERS FOR THE TROY COMMUNITY CENTER STUDIOS**, in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Thalner Electronic Labs., Inc. / dba TEL Systems

PROPOSAL: TO PURCHASE AND INSTALL (4) FOUR PIECES OF SOUND SYSTEMS AND SPEAKERS FOR THE TROY COMMUNITY CENTER STUDIOS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

		EQUIPMENT TO PURCHASE		
	Quantity	Description (No Substitutions)	Unit Cost (Each)	Estimated Total Cost
		Audio Mixer		
1	Four (4)	6x4 Zone Processor w/ blank front (2mic/line): DBX 641	\$ 349.00 /ea	\$ 1,396.00
2	Eight (8)	Programmable Volume Control Zone Controller: DBX ZC-1	\$ 42.00 /ea	\$ 336.00
		Amplifier		
3	Four (4)	Crown CDI2000 Processor	\$ 802.00 /ea	\$ 3,208.00
		Main Loud Speakers		
4	Eight (8)	Yamaha 15" full range 2-way speaker system: Yamaha IF2115/95W	\$ 1,272.00 /ea	\$ 10,176.00
5	Eight (8)	Yamaha For IF2115 Speaker. White Finish: Yamaha UB2115W	\$ 166.00 /ea	\$ 1,328.00
		Wireless System		
6	Four (4)	Shure Rackmount Wireless Receiver: Shure BLX4R-J10	\$ 178.00 /ea	\$ 712.00
7	Four (4)	Shure Bodypack Transmitter: Shure BLX1-J10	\$ 121.00 /ea	\$ 484.00
8	Four (4)	Shure SM31FH Fitness Headset Condenser Microphone: Shure SM31FH-TQG	\$ 92.00 /ea	\$ 368.00
		Rack - 1 handle per side		
9	Four (4)	TLR-D-LC2B Option - Large Caster (4") Dolly Plate with 2 brakes, for Top-Load Rack Deep: ALS Manufacturer	\$ 157.00 /ea	\$ 628.00
A	Four (4)	TLRB-1618B Studio Series Top-Load Rack Shell 10 Space Slant Top, 16 Space Bottom Birch, Black Spatter Paint: ALS Manufacturer	\$ 230.00 /ea	\$ 920.00
B	Four (4)	Installation Materials for each Studio	\$ 242.00 /ea	\$ 968.00
C	Four (4)	Labor for each Studio	\$ 1,556.00 /ea	\$ 6,224.00
			Estimated Net Total Cost	\$ 26,748.00



**CITY OF TROY
BID PROPOSAL**

ITB-COT 17-45
Page 1 of 6

The undersigned proposes to purchase and install **NEW SOUND SYSTEMS AND SPEAKERS FOR THE TROY COMMUNITY CENTER STUDIOS**, in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Thalner Electronic Labs., Inc. / dba TEL Systems

PROPOSAL: TO PURCHASE AND INSTALL (4) FOUR PIECES OF SOUND SYSTEMS AND SPEAKERS FOR THE TROY COMMUNITY CENTER STUDIOS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

EQUIPMENT TO PURCHASE				
	Quantity	Description (No Substitutions)	Unit Cost (Each)	Estimated Total Cost
		Audio Mixer		
1	Four (4)	6x4 Zone Processor w/ blank front (2mic/line): DBX 641	\$ /ea	\$
2	Eight (8)	Programmable Volume Control Zone Controller: DBX ZC-1	\$ /ea	\$
		Amplifier		
3	Four (4)	Crown CDI2000 Processor	\$ /ea	\$
		Main Loud Speakers		
4	Four (4)	Yamaha 15" full range 2-way speaker system: Yamaha IF2115/95W	\$ /ea	\$
5	Eight (8)	Yamaha For IF2115 Speaker. White Finish: Yamaha UB2115W	\$ /ea	\$
		Wireless System		
6	Four (4)	Shure Rackmount Wireless Receiver: Shure BLX4R-J10	\$ /ea	\$
7	Four (4)	Shure Bodypack Transmitter: Shure BLX1-J10	\$ /ea	\$
8	Four (4)	Shure SM31FH Fitness Headset Condenser Microphone: Shure SM31FH-TQG	\$ /ea	\$
		Rack - 1 handle per side		
9	Four (4)	TLR-D-LC2B Option - Large Caster (4") Dolly Plate with 2 brakes, for Top- Load Rack Deep: ALS Manufacturer	\$ /ea	\$
A	Four (4)	TLRB-1618B Studio Series Top- Load Rack Shell 10 Space Slant Top, 16 Space Bottom Birch, Black Spatter Paint: ALS Manufacturer	\$ /ea	\$
B	Four (4)	Installation Materials for each Studio	\$ /ea	\$
C	Four (4)	Labor for each Studio	\$ /ea	\$
			Estimated Net Total Cost	\$



What We Do

Engineering and Design Services

Success in systems integration cannot be achieved without a strong foundation in engineering. Working with our clients, or in collaboration with architects, program managers, technology consultants and construction managers our system design and engineering services drive everything we do.



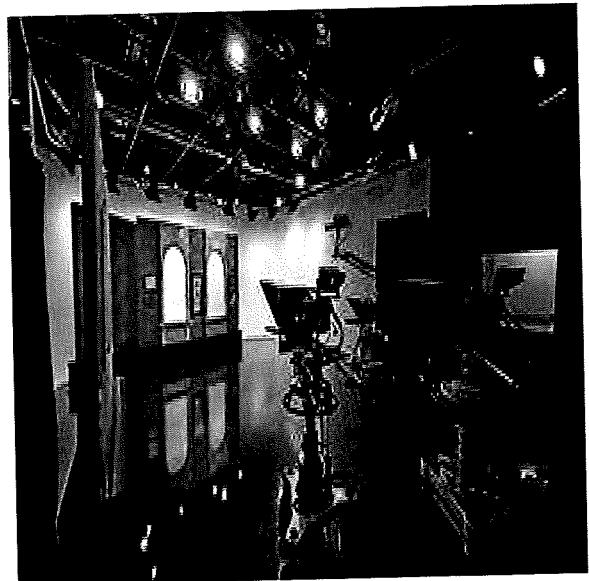
Our engineering department is staffed by top industry-certified designers, engineers, programmers and technical specialists to match products to applications with engineering verification. Our installations all utilize our certified engineering services for internal construction prints, functionality and system completion verifications, and "as-built" documentation. We archive all system documentation for quick reference in accommodating repair services and maintenance projects.

Installation, Product & System Sales

As an industry leader for over 51 years, we have built a stellar reputation for responsiveness and high quality work. This foundation in quality work, along with the relationships and affiliations we have established, have given us access to many technical, educational, and cooperative resources. These resources include a knowledgeable CTS certified work force, access to the best products, affiliations with the best industry groups, and excellent client references.

Our Installation services include a comprehensive project design review, preliminary system build and fabrication.

Testing of systems at the TEL facility before they are shipped to the job site is standard procedure.



An A/V and Video Solutions Company

UNIT PRICES:

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

DESCRIPTIVE LITERATURE:

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked _____ for your identification.

ADDITIONAL INFORMATION:

For questions about the specifications, please contact **Mr. Brian Goul**, Assistant Recreation Director at (248) 524-3484, between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

DELIVERY:

All items are to be F.O.B. delivered, freight paid with inside delivery, to the Troy Community Center, 3179 Livernois Rd, Troy, MI 48083, ATTN: Brian Goul.

DELIVERY SCHEDULE:

It is preferred all equipment be delivered and installed at the Troy Community Center **by December 20, 2017**. It will be the successful bidder's responsibility to work with the department representative to establish an acceptable delivery and installation schedule. Installation shall be within two (2) business days after receipt of the equipment at the City's location. The equipment should not be delivered to the City's site unless the equipment is to be installed and made ready for use within the above parameters. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

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

DOWN-PAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, 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 bidder(s) meeting specifications for the purchase of Physical Fitness Equipment when combined with an equal number of equipment pieces from the trade-in list under Item #7, or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations; to accept or reject the trade-in offers.

COMPANY NAME: Thalner Electronic Labs., Inc. / dba TEL Systems

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.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

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.

AUTHORIZED DEALER:

- Our company is an authorized distributor of the equipment specified
- Our company is not an authorized distributor of the equipment specified

SERVICE FACILITY:

Location: 7235 Jackson Road, Ann Arbor, MI

Number of miles from City of Troy: 60 miles

Response Time for Service Calls: Within 48 hours to be onsite after initial request for service by a factory trained technician. (Number)

CONTACT INFORMATION:

Name(s): Bob Bovenkerk 24 Hr. Phone No. 800-686-7235

Hours of operation: M-F 8:00-4:30

WARRANTY:

Please indicate the warranty items included in the bid price for the equipment bid. Each item must be completed with a Yes or No response.

WARRANTY DESCRIPTION	WARRANTY DURATION (Minimum)	INCLUDED	
		YES	NO
All "wear items"	3 Years		X
All parts and labor coverage	3 Years	X	
Free second day parts shipping	3 Years	X	
Free service call and technician travel at no additional cost to the City	3 Years	X	

If your company can supply the warranty as described at an additional cost, please indicate this on supporting documentation marked _____ for identification. - Cost for 3 year is in our proposed cost.

SUBCONTRACTORS:

Service and warranty work cannot be subcontracted. The successful bidders(s) must be able to service and repair the equipment bid with in-house personnel.

Our Company complies with this requirement: (Circle one) YES or NO

COMPANY NAME: Thalner Electronic Labs., Inc. / dba TEL Systems

REFERENCES:

Please submit a list of *THREE CUSTOMERS* that currently use the make and model of the equipment bid. Include the name of the company, the address, phone number, contact person and email. The references are as follows:

COMPANY	ADDRESS	CONTACT PERSON	EMAIL	PHONE	YEAR PURCHASED
Please see attached references					

INSURANCE:

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

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the 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.
 COMPANY NAME: Thalner Electronic Labs., Inc. / dba TEL Systems

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.

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.

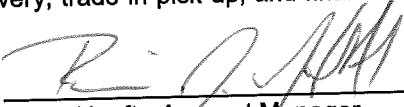
COMPANY NAME: Thalner Electronic Labs., Inc. / dba TEL Systems

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 equipment delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____


Brian Hoeft - Account Manager

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#: 38-1794617

COMPANY NAME: Thalner Electronic Labs., Inc. / dba TEL Systems

ADDRESS 7235 Jackson Road CITY Ann Arbor STATE MI ZIP 48103

PHONE NUMBER 734-761-4506 FAX NUMBER 734-761-9776

REPRESENTATIVE'S NAME Brian Hoeft - Account Manager
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

PAYMENT TERMS: Net 30 WARRANTY: AS SPECIFIED

E-MAIL: bhoeft@thalner.com DELIVERY DATE: AS SPECIFIED

EXCEPTIONS:

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

Check this box if your bid is not to be broken up by item and based on an all or none award.

ACKNOWLEDGEMENT:

I, Brian Hoeft - Account Manager, 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: _____
Brian Hoeft - Account Manager

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.

U.S. FUNDS: All prices quoted are to be in U.S. Currency.
G:\Bid Studio Sound System Replacements ITB-COT 17-45.doc



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 Hoeft _____, bearing the office title of Account Manager _____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

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



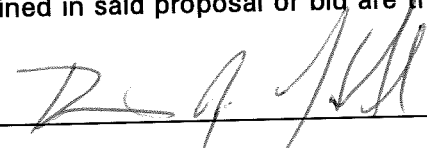
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Brian Hoeft _____, being duly sworn deposed, says that he/she
(Print Full Name)

is Account 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.



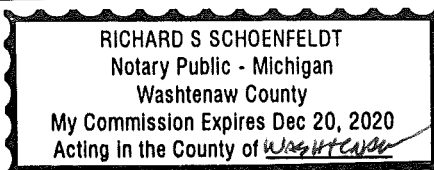
SIGNATURE OF PERSON SUBMITTING BID



NOTARY'S SIGNATURE

Subscribed and sworn to before me this 31st _____ day of
November _____, 2017 in and for
Washtenaw _____
County.

My commission expires:
12/20/2020





**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.

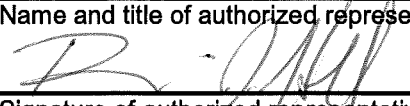
I am able to certify to the above statements.

Thalner Electronic Labs., Inc. / dba TEL Systems

Name of Agency/Company/Firm (Please Print)

Brian Hoeft - Account Manager

Name and title of authorized representative (Please Print)


Signature of authorized representative

Date

10/31/17

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.

Vendor	
Legal Name	Thalner Electronic Labs., Inc. / dba TEL Systems
Street Address	7235 Jackson Road
City	Ann Arbor
State, Zip	MI 48103
Corporate I.D. Number/State	38-1794617
Taxpayer I.D. #	38-1794617

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.

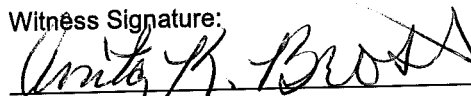
Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

Brian Hoeft - Account Manager

Witness Signature:



Printed Name of Witness:

Anita K. Bross

G:\ BidLanguage_IranLinkedBusiness



COMPANY PROFILE

About Us

TEL Systems is an employee-owned audiovisual system integration company headquartered in Ann Arbor Michigan. Established in 1965, TEL Systems supports architects, engineers and designers throughout the Midwest with demonstrated expertise in audio visual technology and design for new construction and facilities renovation. Our specialty is listening to our customers and creating tailored AV solutions based on their specific needs, objectives and budget parameters.

With a focus on the design, installation, training, service and maintenance of educational, industrial, and broadcast audio and video systems, we have been setting the standard for innovative AV system solutions for over 51 years. Our team of self-motivated professionals apply their expertise and teamwork to help our customers communicate using state of the art AV solutions and technology and are dedicated to making your project implementation a success.



We take pride in our work by creating cutting-edge audio and video solutions. We assess your current conditions, listen to your requests, evaluate current and future requirements, and finally design a custom system to fit your needs. With a comprehensive product line, experienced engineering and design professionals, CTS certified installation personnel, fabrication and quality control professionals, knowledgeable sales staff and factory-trained maintenance technicians we make sure you are completely satisfied throughout the project.

We do it all. Whether you are interested in video presentation, audio reinforcement, digital recording, videowalls, lecture capture or video streaming, videoconferencing, huddle and collaboration spaces, digital signage, editing or production, you have come to the right company. Over 50 years of experience means you will have a partner - not just a vendor.

Continued satisfaction is also important to us – after the system is in place, we provide a high level of support. Warranty and post-warranty service, maintenance agreements and system expansion are all part of the ongoing support that makes us more than simply another systems contractor.

An A/V and Video Solutions Company

7235 Jackson Road • Ann Arbor, MI 48103 • 734-761-4506 • 800-686-7235 • Fax 734-761-9776 • www.telsystemsusa.com



Our sales staff will bring all of this together to offer solutions that will meet your AV and video needs. Our dedicated account managers guide every phase of the process, from analyzing your specific requirements, to the system's completion and follow-up services.

You can contact our sales department for a tour of our facilities, or for further information on our company, products, and services.

Service and Maintenance

Once the system is installed, repair service, support and maintenance are critical in ensuring continued success in achieving system objectives. We have crafted a large part of our reputation on developing a responsive, reliable and well-trained service center.



Our company was founded in 1965 for the purpose of providing repair and maintenance services for clients in Michigan and later developed the equipment sales and installation aspect of the business. Service and repair was an original focus of our company and remains an important part of what we do today.

Our fully-staffed service department, located at our Ann Arbor office, takes products in for repair at our facility, or we will service systems and products at your location. Our technicians are manufacturer-trained, providing repair and warranty services supported through those manufacturer service networks. Experience is critical when providing these services. Repairing products and systems correctly and expeditiously helps preserve your bottom line. Our technicians each have over ten years of experience providing these services in the commercial AV, video and sound industries.

We offer per-project services in addition to maintenance and service agreements and we would be happy to show you how we can assist with your service and maintenance needs.

Our Affiliations

infoComm



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The following is a partial list of recent, significant projects under construction and completed by TEL Systems. Note that TEL Systems completes over 150 projects per year of various size and sophistication. Additional project summaries are available upon request.

University of Michigan School of Nursing

400 North Ingalls
Ann Arbor, MI 48109
Kinnothan Nelson
734-647-0354
gmoney@umich.edu

TEL Systems was selected to provide and install the audio-visual systems for the new University of Michigan School of Nursing facility; a 75,000 square foot building adjacent to the old School of Nursing Building. The \$1.4 million project consists of numerous conference and collaboration spaces that utilize state-of-the-art AV technologies and technology enabled spaces supporting clinical education. The entire infrastructure is 4K enabled through HDBaseT while the displays utilize the most current and cost-effective HD content available.

The system includes the technologically rich clinical learning center, multiple simulation labs, collaboration and display-sharing within public spaces, large lecture halls, digital signage, room scheduling displays and software, lecture capture and live streaming.

The large Media Learning Rooms makes use of multiple flat panel displays mounted to electromechanical lifts in student tables. The Learning Room also has three HD projectors per room triple edge-blending onto large fixed frame projection screens.

The system and entire building is an example of an advanced technology-driven space with a focus on collaboration and technical medical instruction.



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Dominos Pizza – World Headquarters

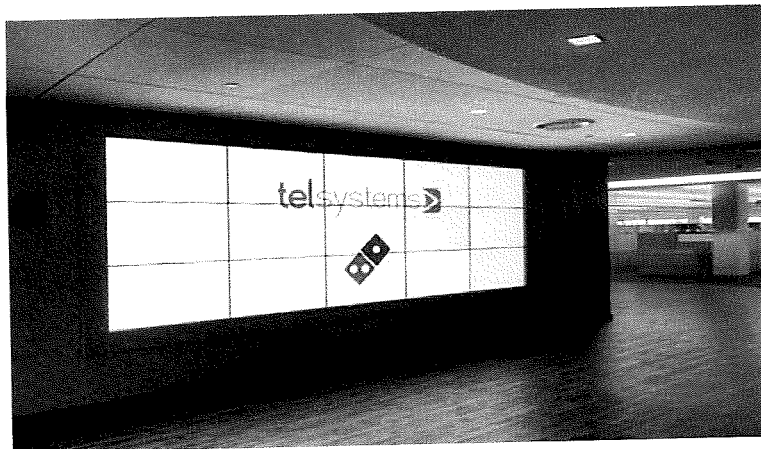
30 Frank Lloyd Wright Drive
Ann Arbor, MI 48105
Phil Lozen
734-930-3030

Domino's Pizza called on TEL Systems to install the audio-visual elements into their newly renovated main lobby area at their global headquarters in Ann Arbor, Michigan. The systems incorporated combining training rooms, a presentation stage, video signage for the employee dining area and snack bar, and a welcoming 3 X 5 HD video wall.

The training rooms reside behind glass walls and surround the dining area. The entire location is designed for both open collaboration and small huddles to large group presentations. This entire meeting area is called the HUB. Four of the larger rooms are divisible through Creston DMPS300 router/controllers. ClickShare is utilized in the rooms for wireless presentations.

Also located within this area are multiple signage displays. Each of these displays is assigned a different message including corporate promotions, local origination and a clever depiction of a United States map showing the number of pizza orders in real time, by location. Content is routed through a 16x16 digital router to feed the video wall and is controlled via wireless tablet through a graphical user-interface. Other content in the area is routed by a 32 x32 digital router, feeding the rooms and flat panels.

The centerpiece of the visitor's lobby area is the Planar High Definition video wall consisting of 15 flat panels, each 55" diagonal. This wall has the ability to display 16:9 HD or traditional 4:3.



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Ford Motor Company – Webcasting Studio

16800 Executive Plaza Drive

Dearborn, MI 48126

Tim Welaga

Multimedia Operations Manager, Ford and Lincoln Retailer Education & Training

313-317-7742

Twalega1@ford.com

Ford Motor Company has commissioned TEL Systems to design and build their live “broadcast” Multimedia Instructional Podiums since the middle 1990’s, upgrading the technology with every new system. The systems, now affectionately called “FordTube” in reference to the popular “YouTube” title, now provide video over IP and live streaming as a delivery method to facilitate their training services to employees and car dealers around the world. Webcasting Studio incorporates a stand-up multimedia desk from which a presenter presents, controlling live cameras, prompts, PC graphics and video clips. A secondary control room is included so that the production can be controlled by dedicated directors, producers and TD’s.

Today’s version of the Webcasting Studio incorporates a Newtek Tricaster 850 Extreme that takes HD-SDI camera sources, has digital audio/video hard disk recording and playback, full graphics creation (CG) and virtual set designer using NewTek’s LIVESet technology. Grass Valley’s EDIUS Storm 3G Elite Editing System is used for capturing the LIVE recordings coming from the Tricaster’s HD-SDI outputs. EDIUS then converts the full resolution HD material into a web-friendly streaming format using MPEG-4 (H.264) encoding and also offers editing and layering capabilities for any changes that need to be made prior to posting clips to the FordTube Web Server. The video production is shot using Full 1920X1080 HD-SDI cameras with broadcast/industrial lenses to capture the live content of the instruction and or presentation. Content ranges from hands-on instruction involving automotive parts, to software training, to three-member panel discussions, all from the Webcasting Studio “desk”.



An A/V and Video Solutions Company

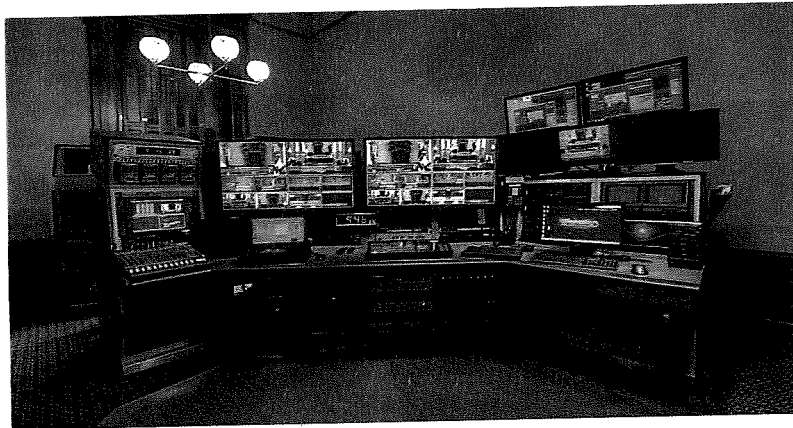
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Michigan Senate – Live Channel & Recording

State Capitol
Lansing, Michigan
Rudy Henderson – Senate TV Manager
517-373-2344

The Michigan Senate has commissioned TEL Systems to design, provide and install their new live channel recording system for the Senate Chambers in the State Capitol. The Senate production staff will capture live sessions in the chamber with remote-controlled wall-mounted camera systems for live streaming, cable casting and recording. The system is centered on a **Ross Carbonite** production switcher and **Ross Xpression Prime** graphics system. Operators will call up lower-third graphics for Senator identification during sessions, requiring quick call-ups and takes in real time.

A significant characteristic to the installation is the requirement for working around Senate sessions and committee meetings without disrupting their work. The Capitol Building presents specific challenges also related to pulling wire and cable through sealed ceilings, walls and passages with existing gold-leaf trim work that cannot be disturbed. The Senate selected TEL Systems with confidence to do this work based upon TEL Systems' successful completion of the original project ten years ago.



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University of Michigan Player Development Center (PDC) Crisler Center
Ann Arbor, Michigan
Steve Donoghue
734-945-2466

When the University of Michigan Athletics Department set out to upgrade their basketball player practice and training center to a world-class facility, they hired TEL Systems to design and integrate the audio-visual systems. The new facility, called the Player Development Center (PDC), is attached to Crisler Arena and encompasses practice courts, men's and women's player lounges, video theaters and control rooms, locker rooms and health centers, meeting rooms and public pre-function areas.

The PDC facility is media-rich, fulfilling the needs of today's competitive sports and personal training needs with high definition video and sound throughout for use with public signage and with team training playback systems. All of the AV signal routing and distribution are digital throughout the facility with Crestron DM and are controlled by high-definition touch panels. Biamp sound processing, high-definition projectors and flat panel displays ranging in size to 85" diagonal, HD remote-controlled video recording systems for the practice courts are utilized in the facility.

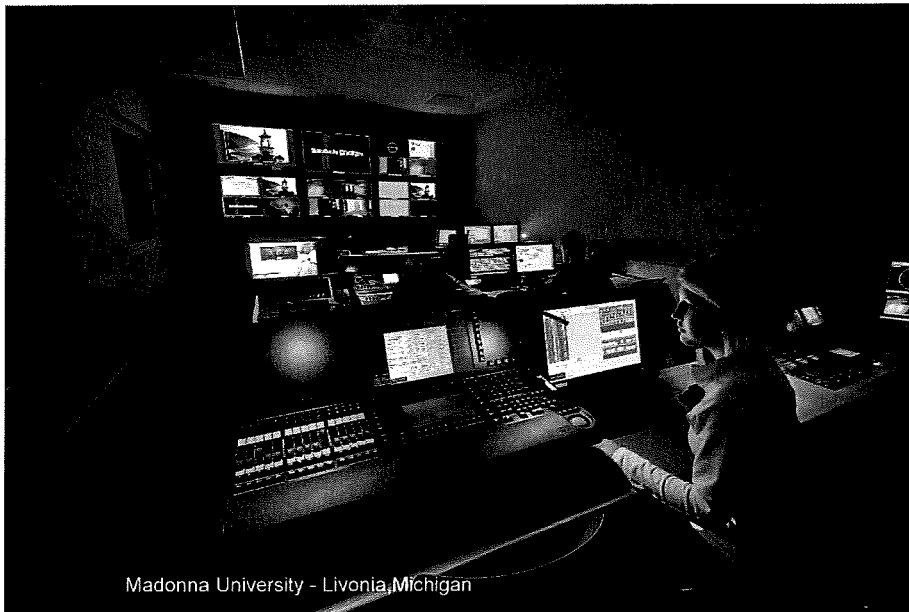


Madonna University
36700 Schoolcraft Road
Livonia, MI 48150

By working with the project architects, trade contractors and the client, TEL designed and installed complete AV systems for multiple classrooms and labs, multiple media source selection and high definition for the new Franciscan Center – Science and Media Building at the University. Open-air sound systems in large spaces and signage systems are included.

In addition to the classroom audio-visual systems, TEL Systems designed and installed the complete broadcast studio, control room, sound rooms and edit suites for the new building. Centered around the broadcast control room incorporating multi-image flat panel display, the room houses numerous production stations for students, laid out like a real-life television broadcast facility. Stations include a 26-input, 3 mix-effect special effects generator, a dual channel Chyron graphics station, a digital Yamaha multi-channel board, prompter, Grand lighting board and full engineering with HD test monitoring. The cameras are full broadcast Sony HD 2/3" cameras on studio pedestals.

The project required TEL Systems to design and build high-bandwidth fiber and copper switching and routing systems to accommodate multiple high definition source feeds throughout the plant.



Madonna University - Livonia, Michigan



Genessee County

Wide Area Network "GenNet"

Consultant: Childs Consulting

Contract Amount: \$2 million

TEL Systems built the wide area video fiber network for Genessee County. This project encompassed a county-wide, 150 building fiber network encompassing 25 school districts with a centralized headend for system routing, redistribution and network management.

TEL Systems ultimately designed the final system by working directly with the technology consultant and the clients. The high-speed, high bandwidth system ties together 25 school districts, allowing two-way video conferencing, mostly used for distance learning, between all of the school buildings. Major design and engineering hurdles involving audio synchronization and image quality over multiple fiber points were overcome by TEL Systems engineers to successfully complete the project.



Little Traverse Bay Bands of Odawa Indians Casino

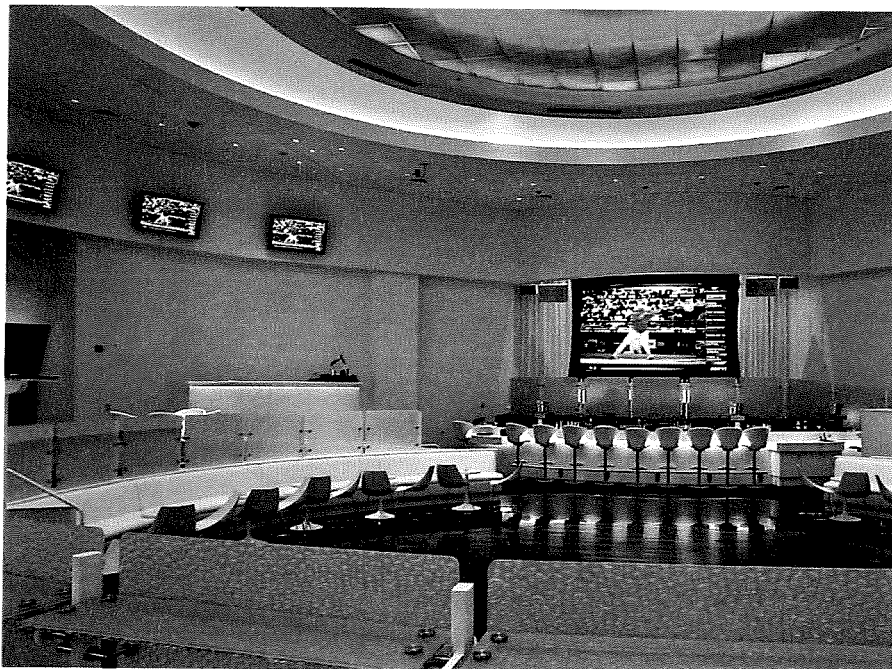
Clark Construction
Petoskey, MI
Dan Cleary

TEL Systems was contracted by Clark Construction and the Little Traverse Bay Bands of Odawa Indians to supply and install all of the Audio/Visual systems for their new 300,000 square foot Casino in Petoskey, Michigan.

Over 100 42-inch plasma monitors, featuring custom-designed mounting systems, were installed throughout the casino floor. An audio system allows centrally controlled yet independently functional XM radio and zoned audio capabilities both inside and outside of the casino

The Rendezvous Lounge, Poker Room and VIP Lounge, all feature multiple plasma screen televisions with satellite, XM and multi-media capabilities. The 500-seat event center has a high-quality audio system for professional concerts and special events.

In the O-Zone nightclub TEL installed 31 plasma and LCD televisions, all of which have both independent and central controls. A high-output 16:9 high resolution video projector displays music videos and live camera shots of the dance floor on a 16 foot screen. TEL also supplied and installed all of the concert-grade audio components that are controlled from a high-tech DJ booth. All of the video and sound components are integrated with club's 20-foot diameter LED ceiling.



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Warranty

Terms and Conditions/Implementation Contract

PROGRAM OVERVIEW:

Tel Systems will warrant the system against defective workmanship from the *installation* (i.e. bad cable connection, improperly fastened hardware, etc.) for a period of three years from the date of *installation completion*.

Tel Systems (at their option) will repair or replace *equipment* found defective within the system for a period of three years from the date of *installation completion*.

EXCLUSIONS:

Note that the system covered under this warranty is that system which is detailed in the final *As Built* prints specified below. No product(s) or cabling is covered which is not detailed in those prints, unless agreed upon in writing by the customer and Tel Systems. Modifications made to hardware, software, or system cabling, from its original state (at the time of delivery) are prohibited unless those modifications are performed by an authorized Tel service technician, or permission from an authorized Tel service technician is granted in writing.

Unless stipulated under *Special Conditions*, loaner equipment is not provided through this contract.

Problems resulting from misuse, user error, or incorrect atmospheric conditions and/or force majeure are not covered. Equipment or systems damaged by voltage spikes, lightning strikes, brownouts, inclement weather, are not covered.

Parts that are replaced through normal wear and tear are *not* covered under this agreement (i.e. video heads, pinch rollers, projector lamps, CRT's, LCD panels, etc.). Also burn-in on plasma flat panels are not covered. In addition, the items that are listed under Special Conditions are excluded from this agreement.

Tel Systems makes no claims concerning turn-around time of repairs and service calls. No financial, or other accommodations are made by Tel for delays in customer schedules due to equipment or systems repair turn-around.

INITIALIZATION:

This warranty/support agreement begins on the date of *installation completion*. Installation completion may comprise a functioning part of the system, or the entire system. The scope of this completed portion of the system is described under the Special Conditions portion of this contract.

The system completion date is determined by Tel Systems, and acknowledged by the customer in writing by signing this contract and initiating the warranty. If the customer contends that the system (or portion in question) is not complete at the time of system completion, then a list of outstanding issues is created by the customer, or Tel Systems, and the issues are addressed. If the customer fails to sign the System Completion acknowledgement form after the issues are addressed, then the system warranty is initiated at the time of initial invoicing for any unit in question.

WARRANTY AUTHORIZATION CODE:

A warranty authorization code number is assigned to a customer representative at the initiation of the warranty/support program. This customer representative has the authority to initiate billable service calls. By providing the WAC # over the phone when a service call is desired, the customer authorizes the following:

1. Authorizes the Tel Systems service department to begin the work.
2. Authorizes the Tel Systems service department to invoice the customer for work not covered under the warranty.

WARRANTY/SUPPORT CLAIM PROCEDURE:

To initiate a claim, the customer will call the Tel Systems service department, and simply state their Warranty Authorization Code (WAC) number to the service representative. Upon verification of the WAC #, the Tel Systems service coordinator will identify the system, the specific warranty and support package assigned to the customer, and initiate a trouble ticket for future tracking. The Tel Systems service coordinator determines a course of action once the complaint is understood.

The service representative can attempt to troubleshoot the problem on the phone, or escalate the trouble ticket to the service supervisor, systems designer, engineering manager, technician, or installation manager for telephone diagnostics and troubleshooting. This may require a return phone call to the customer.

Upon troubleshooting on the phone, it may be determined that a technician be dispatched to the site. This is done at a mutually agreed upon time between the customer and the Tel Systems service center. The equipment in question may need to be removed from the system by a Tel Systems technician and brought back to the Tel Systems service center, or returned to the vendor for factory service, or the equipment or system may be repaired on site. If the equipment is removed, Tel Systems will re-install the equipment on the return visit.

Company Name: _____

Project Name: _____

Customer Representative: _____

Special Conditions: _____

Original Installation Project #: _____

As Detailed in As-Built prints dated: _____

Warranty Authorization Code #: _____

Installation Completion: _____

We agree to the Terms and Conditions listed above, and Tel Systems has fulfilled installation completion for the system itemized. The date signed here is the Warranty Support Initiation date.

Signed Tel Systems

_____ Date

_____ Signed

_____ Date



October 30, 2017
Addendum 1
ITB-COT 17-45
Studio Sound Replacement System
Page 1 of 3

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following CHANGE regarding Bid Proposal **ITB-COT 17-45, Studio Sound Replacement**. The CHANGE TO BID SPECIFICATIONS will be considered an integral part of the original proposal documents.

NEW EQUIPMENT TO PURCHASE:

Audio Mixer

- 4 each - 6x4 Zone Processor w/ blank front (2mic/line): DBX 641
- 8 each – Programmable Volume Control Zone Controller: DBX ZC-1

Amplifier

- 4 each – Crown CDI 2000 Amplifier

Main Loud Speakers

- 4 each – Yamaha 15" full range 2-way speaker system: Yamaha IF2115/95W
- 8 each – Yamaha UB2115W for the IF2115 speaker. White Finish

Wireless System

- 4 each – Shure Rackmount Wireless Receiver: Shure BLX4R-J10
- 4 each – Shure Bodypack Transmitter: Shure BLX1-J10
- 4 each – Shure Fitness Headset Condenser Microphone: Shure SM31FH

Rack – 1 handle per side

- 4 each – TLR-D-LC2B Large Caster (4") dolly plate with 2 brakes, for top-load rack deep
- 4 each – TLRB-1618B Studio Series Top-Load Rack Shell 10 Space Slant Top, 16 Space Bottom Birch, Black Spatter Paint.

REVISED - NEW EQUIPMENT TO PURCHASE:

Audio Mixer

- 4 each - 6x4 Zone Processor w/ blank front (2mic/line): DBX 641
- 8 each – Programmable Volume Control Zone Controller: DBX ZC-1

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- 4 each – TLRB-1618B Studio Series Top-Load Rack Shell 10 Space Slant Top, 16 Space Bottom Birch, Black Spatter Paint.

NOTE: USE THE REVISED BID PROPOSAL FORM WHICH IS INCLUDED WITH THIS ADDENDUM.

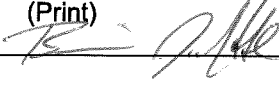


Addendum 1
ITB-COT 17-45
Studio Sound Replacement System
Page 2 of 3

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 17-45, **Studio Sound Replacement**. 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, November 2, 2017 at 10:00 A.M., **EDT** in the Office of the City Clerk.

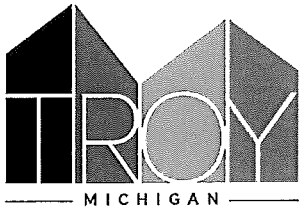
COMPANY: Thalner Electronic Labs., Inc. / dba TEL Systems

NAME OF REPRESENTATIVE: Brian Hoefft - Account Manager

SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print) 

ADDRESS: 7235 Jackson Road
Ann Arbor, MI 48103

DATE: 10/31/17



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 6, 2017

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic & Community Development
Tom Darling, Director of Financial Services
MaryBeth Murz, Purchasing Manager
Elaine Bo, Recreation Director
Brian Goul, Assistant Recreation Director

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Studio Sound Replacement Systems

History

- The Community Center has four studios that are used for fitness, dance classes, and rentals.
- The sound systems and speakers in the studios are the original equipment and are over 15 years old.
- The replacement plan ensures up-to-date sound equipment and replaces equipment that is obsolete.
- It is expected that the new equipment will last 15 – 20 years.

Purchasing

On November 2, 2017, a bid opening was conducted as required by City Charter and Code for four new sound systems and speakers for the Troy Community Center Studios. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Two (2) bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	107
Troy Companies notified via MITN	8
Troy Companies - Active email Notification	8
Troy Companies - Active Free	0
Companies that viewed the bid	38
Troy Companies that viewed the bid	2

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

After reviewing the bid proposals the lowest bidder meeting specifications is being recommended for the purchase of four new sound systems

Financial

The funds for these purchases are available in the Community Center General Equipment Annex Equipment and the Project # is 2018C0045

Recommendation

City management requests authorization to award a contract to the low bidder meeting specifications; *Thalner Electronic Labs., Inc. dba TEL Systems of Ann Arbor, MI*, as per the unit bid prices contained in the bid tabulation opened November 2, 2017 for an estimated total cost of \$26,748.00.



THALELE-01

MELDRNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2018

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

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

PRODUCER Hylant - Southeast Michigan 24 Frank Lloyd Wright Dr, Ste J4100 Ann Arbor, MI 48105	CONTACT NAME:		
	PHONE (A/C, No, Ext): (734) 741-0044	FAX (A/C, No): (734) 741-1850	
	E-MAIL ADDRESS: annarbor@hylant.com		
INSURED Thalner Electronic Laboratories, Inc. dba TEL Systems 7235 Jackson Road Ann Arbor, MI 48103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Citizens Insurance Co of America		31534
	INSURER B: Michigan Insurance Company		10857
	INSURER C: Citizens Insurance Co of Ohio		10176
	INSURER D: Hanover Insurance Company		22292
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Z7HA179494	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CCJ8901728	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			U7HA179496	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W8HA183417	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Errors and Omissions			LHHA179488	01/01/2018	01/01/2019	Per Claim Limit 2,000,000
A	<input checked="" type="checkbox"/> Property -Commercial			Z7HA179494	01/01/2018	01/01/2019	property of others 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Troy is an additional insured as required by written contract.
30 Days notice of cancellation except for non-payment of premium which is 10 days
Coverage is primary & non-contributory

CERTIFICATE HOLDER

CANCELLATION

City of Troy
500 West Big Beaver
Troy, MI 48084

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

AUTHORIZED REPRESENTATIVE
Michelle M. Jelt

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury – Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
- The insurance afforded to the vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

- (b) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (c) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.