

J-7 Budget Amendment – Firing Range Target System Upgrade – Police Department

Resolution #2018-06-108-J-7

WHEREAS, Troy City Council awarded a contract to furnish all equipment, material, and labor to upgrade the Firing Range Targeting System to the low bidder meeting specifications; *Meggitt Training Systems, Inc. of Suwanee, GA* for an estimated total cost of \$156,589.93 (Resolution #2018-02-014-J-4b); and,

WHEREAS, Troy City Council approved a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590.00 in fiscal year 2017/2018 (Resolution #2018-02-014-J-4b); and,

WHEREAS, A revised completion date of August 1, 2018 is necessary and requires a budget amendment;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590 in the 2018/2019 fiscal year.

CITY COUNCIL MINUTES-Draft

February 5, 2018

b) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Firing Range Targeting System Upgrade – Police Department**

Resolution #2018-02-014-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to upgrade the Firing Range Targeting System to the low bidder meeting specifications; *Meggitt Training Systems, Inc. of Suwanee, GA* for an estimated total cost of \$156,589.93, at unit pricing as contained in the bid tabulation opened January 11, 2018, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590.00.

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.

2018C0098

401.301.10.305.7975.
185

BLANKET ORDER

No. 2018-00000950
 DATE: 02/20/2018
 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
 2018-02-014-J-4b

VENDOR NO. 146272

Vendor
 MEGGITT DEFENSE SYSTEMS CASWELL INC
 2540 2ND STREET NE
 MINNEAPOLIS, MN 55418-3412

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Firing Range Targeting System Upgrade Contract to furnish all equipment, material, and labor to upgrade the Firing Range Targeting System at unit pricing contained in the Bid Tabulation opened January 11, 2018 and as per all Bid Specifications of ITB-COT 17-15. Contact Lt. Andy Satterfield to start project.	156,589.9300	\$156,589.93

Entered By: MaryBeth Murz

\$156,589.93

Special Instructions:

CITY COUNCIL AWARD DATE: 2/5/2018. Certificate of Insurance and Endorsement shall be on file for duration of project.

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

PURCHASE ORDER
 CITY OF TROY
 GUN RANGE

ITB-COT 17-15
 Pg. 1 of 1

Vendor Name:	Meggitt Training Systems, Inc.
	Suwanee, GA
Check #:	1576506050

PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, and all related incidentals necessary to furnish and install the Firing Range Targeting System in the Troy City Hall for the City of Troy as herein described in strict accordance with the Specifications, for an all-inclusive Base Bid Lump Sum and as detailed below:

Grand Total (Including Installation):		\$140,305.93
Contact information:		
Hour of Operation:		8:30AM-5:30PM
24 Hour Phone #:		800-344-6771
Site Inspection Date:		Aug-17
Progress Payments:		Net 30
References:	Y or N	Y
Insurance Met:	Y or N	N
Warranty:	Y or N	12 Months
Completion:	Y or N	90-120 Days after receipt & acceptance of order & upon return and approval of MTSI submittal Drawings, whichever occurs last
		Please refer to MTSI Proposal MTS16USL1534 Rev 1, Section 2.1 MTSI Assertions and Exceptions pertaining to the Terms and Conditions
Exceptions:	Y or N	
Acknowledgement:	Y or N	Y
Forms:	Y or N	Y

Opening Date: 1/11/2018
 Reviewed Date: 1/11/2018

BID TABULATION
 CITY OF TROY
 GUN RANGE

ITB-COT 17-15
 Pg. 1 of 1

Vendor Name:	Meggitt Training Systems, Inc.	Action Target Inc.
	Suwanee, GA	Provo, UT
Check #:	1576506050	8099425

PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, and all related incidentals necessary to furnish and install the Firing Range Targeting System in the Troy City Hall for the City of Troy as herein described in strict accordance with the Specifications, for an all-inclusive Base Bid Lump Sum and as detailed below:

Grand Total (Including Installation):		\$140,305.93	\$268,144.00
Contact information:			
Hour of Operation:		8:30AM-5:30PM	8:00AM-5:00PM
24 Hour Phone #:		800-344-6771	407-733-9090
Site Inspection Date:		Aug-17	20-Dec-17
Progress Payments:		Net 30	25% due with 100% construction drawings 25% due for procurement of materials 40% pre-shipment of equipment- All net 30
References:	Y or N	Y	Y
Insurance Met:	Y or N	N	Y
Warranty:	Y or N	12 Months	1 Year
Completion:	Y or N	90-120 Days after receipt & acceptance of order & upon return and approval of MTSI submittal Drawings, whichever occurs last	1-Jun-18
Exceptions:	Y or N	Please refer to MTSI Proposal MTS16USL1534 Rev 1, Section 2.1 MTSI Assertions and Exceptions pertaining to the Terms and Conditions	June 1 completion date contingent on timely award and ATI (20) week drawing and manufacture lead time. ATI is not responsible for any inspection fees, power wiring, structural work
Acknowledgement:	Y or N	Y	Y
Forms:	Y or N	Y	Y

ATTEST:

 Enna Bachelor

 Sue Reisterer

 Andy Satterfield

 MaryBeth Murz,
 Purchasing Manager



December 11, 2017
Addendum 1
ITB-COT 17-15
Firing Range Target System
Page 1 of 2

To All Bidders:

Please be advised that the City of Troy Purchasing Departments have authorized the following CHANGES regarding Bid Proposal for **ITB-COT 17-15, Firing Range Target System**. The CHANGES will be considered an integral part of the original proposal documents.

QUESTION: Is attendance required at the Pre-Bid Meeting?

ANSWER: The Pre-Bid Meeting as described below will NOT be held. Attendance at this meeting is NOT a requirement of this bid.

As per language contained in Instructions to Bidders:

The Mandatory Pre-Bid Meeting has been removed from bidding requirements. The Pre-Bid Meeting is CANCELLED.

- ~~A Mandatory Pre-Bid Meeting will be held on **WEDNESDAY, December 20, 2017 at 1:00 pm at Troy City Hall Purchasing Department, 500 West Big Beaver, Troy, Michigan 48084.** The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. The meeting will include a site inspection of the Firing Range.~~

SITE INSPECTION (ORIGINAL LANGUAGE):

All bidders are required to examine the site to determine the amount of work to be performed which shall include any necessary field measurements; done in accordance with the specifications. If a bidder does not conduct a site inspection, that bidder is not eligible to submit a bid. Contact Captain Thomas Gordon (248) 619-7664 to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Friday.

- Our company visited the site on _____.
- Our company did not visit the site.

SITE INSPECTION (REVISED LANGUAGE):

Bidders are strongly encouraged to examine the site to determine the amount of work to be performed as per the bid specifications. Bidders are also strongly encourage to field verify exact measurements as applicable and as per the specifications prior to submitting a 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.

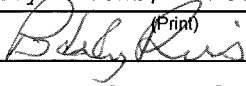
Contact Sergeant Andy Satterfield (248) 524 3448 to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Friday.

- Our company visited the site on August 2017.
- Our company did not visit the site.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for **ITB-COT 17-15, Firing Range Target System**. 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, January 11, 2017 at 10:00 A.M., EDT** in the Office of the City Clerk.

COMPANY: Meggitt Training Systems, Inc.

NAME OF REPRESENTATIVE: Bobby Rivers, Director of Proposals

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  (Print)

ADDRESS: 296 Brogdon Road
Suwanee, GA 30024

DATE: 1/4/2018



**CITY OF TROY
BID PROPOSAL**

ITB-COT 17-15
Page 1 of 7

The undersigned proposes to **REMOVE AND REPLACE THE EXISTING RANGE TARGET SYSTEM AT THE TROY POLICE DEPARTMENT** in accordance with the attached bid specifications that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Meggitt Training Systems, Inc.

The bid document contains the following sections:

Instructions to Bidders (2 pages)	Public Act 57 (2 pages)
Bid Proposal (7 pages)	Consent of Surety - Sample (1 page)
Forms (8 forms)	Sample Insurance Certificate (2 pages)
Specifications – Summary of Work (4 pages)	Statement of No Bid (1 page)

PROPOSALS: The undersigned as bidder declares that he/she having examined the bid specifications with the related documents and the site 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 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 installing the comprehensive Firing Range Targeting System package at the Troy City Hall located in Troy, Michigan required under the contract documents, of which this Proposal is part.

BID PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, and all related incidentals necessary to furnish and install the Firing Range Targeting System in the Troy City Hall for the City of Troy as herein described in strict accordance with the Specifications, for an all-inclusive Base Bid Lump Sum and as detailed below:

TOTAL BID AMOUNT **Grand Total (including install)** \$140,305.93
(One Hundred and Forty Thousand, Three Hundred and Five US Dollars and Ninety-Three Cents)

MTSI has included 2 Optional Running Man Target Systems as well for your consideration.

UNIT PRICES: Please refer to MTSI Proposal No. MTS16USL1534 Rev 1, Section 1.2 Options. Unit prices prevail. The City of Troy Purchasing Department will correct any and all mathematical errors.

MADATORY PRE-BID MEETING:

A **Mandatory Pre-Bid Meeting** will be held on **WEDNESDAY, December 20, 2017 at 2:00 pm at the Troy City Hall, Purchasing Department, 500 West Big Beaver Road, Troy, Michigan 48084.** The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications. The meeting will include a site inspection at the Gun Range.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Captain Thomas Gordon, Troy Police Department at (248) 619-7664 or Gordontj@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

PROJECT COMPLETION DATE:

On or before June 1, 2018.

Can meet Project Completion Date: x Yes No

COMPANY NAME: Meggitt Training Systems, Inc.

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 measurements as applicable and as per the specifications prior to submitting a 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 by the City of Troy.

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 City Hall Building.

CONTACT INFORMATION:

Hours of operation: 8:30am - 5:30pm EST 24 Hr. Contact Phone No. 800.344.6771 (Customer Svc)

SITE INSPECTION:

All bidders are required to examine the site to determine the amount of work to be which shall include any necessary field measurements; done in accordance with the specifications. If a bidder does not conduct a site inspection, that bidder is not eligible to submit a bid. Contact Captain Thomas Gordon (248) 619-7664 to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Friday.

- Our company visited the site on August 2017.
- Our company did not visit the site.

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.

PURCHASE ORDER:

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

COMPANY NAME: Meggitt Training Systems, Inc.

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. 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: Net 30 Days

(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: Brownstown Police Dept.
ADDRESS: 23125 King Road, Brownstown, MI 48186
PHONE: 734.675.1300 CONTACT: Sgt. Jeff Watson
EMAIL: btpdfirearmsunit@yahoo.com

COMPANY: Burnsville Police Dept.
ADDRESS: 100 Civic Center Parkway, Burnsville, MN 55337
PHONE: 952.895.4634 CONTACT: Capt. Jef Behnken
EMAIL: jef.behnken@burnsvillemn.gov

COMPANY: Minneapolis Police Dept.
ADDRESS: 1925 Plymouth Ave N, Minneapolis, MN 55411
PHONE: 612.673.5710 CONTACT: Sgt. Tony Caspers
EMAIL: anthony.caspers@minneapolismn.gov

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.

COMPANY NAME: Meggitt Training Systems, Inc.

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 Captain Thomas Gordon, 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. **The completion date shall be on or before June 1, 2018.**

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: Meggitt Training Systems, Inc.

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

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

- NOTE: MTSI can meet the City of Troy limits. Our exceptions are minor. Please refer to section 2.1 of our proposal for details.
- () We can meet the specified insurance requirements.
- (x) We cannot meet the specified insurance requirements.
- () We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- () Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements **SHALL** be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Meggitt Training Systems, Inc.

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: Meggitt Training Systems, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2018

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 Marsh Risk & Insurance Services License No. 0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Anna Martinez - Ph: (213) 346-5653 S03522-MUSA-GAW-17-18 MTrain	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : ACE American Insurance Company			22667
INSURER B : Hartford Fire Insurance Company			19682
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** LOS-002371235-01 **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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGLG25702578	12/31/2017	12/31/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			72ABS23902 \$1,000/\$1,000 Comp & Coll Ded	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		72WNS23900 (AOS)	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B		N	N/A	72WBRS23901 (WI)	12/31/2017	12/31/2018	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 are included as Additional Insured (except for workers compensation) where required by written contract between the Insured and the Certificate Holder and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy.

CERTIFICATE HOLDER City of Troy 500 West Big Beaver Troy, MI 48084	CANCELLATION 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 of Marsh Risk & Insurance Services Cynthia Glist <i>Cynthia Glist</i>
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ITB-COT 17-15 Firing Range Targeting System



Submitted To:

The City of Troy
Office of the City Clerk
500 W. Big Beaver Road
Troy, MI 48084

Bid: ITB-COT 17-15

MTSI Point Of Contact:

Mr. Tracy Newton
Meggitt Training Systems, Inc.
Sales Manager
Tel: 815.337.1376
tracy.newton@meggitt.com

Proposal No.:

MTS16USL1534 Rev 1

Submit Date:

8 January 2018

Validity:

120 Days from Bid Opening

Bid Opening:

11 January 2018

Prepared by:

Angela Kronenberg

Title:

Sr. Proposal Manager

USE AND DISCLOSURE OF DATA: Any and all information and data contained herein is the property of Meggitt Training Systems, Inc. (MTSI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to MTSI as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

January 8, 2018

The City of Troy
Office of the City Clerk
500 W. Big Beaver Road
Troy, MI 48084

MTSI Offer No.: **MTS16USL1534 Rev 1**
Re: ITB-COT 17-15 - "Firing Range Target System at the City of Troy City Hall Building"
Offer Type: Open Market

Sir or Madam:

Meggitt Training Systems, Inc. (MTSI) is pleased to offer a fixed price of **\$140,305.93** (One Hundred and Forty Thousand, Three Hundred and Five US Dollars and Ninety-Three Cents) for the products and services listed herein furnished and delivered FOB Destination (Troy, MI) in accordance with Incoterms® 2000. In addition to the offer price, you will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, and Fees applicable to the sale. Bonds are included as defined in the Terms & Conditions section herein. This offer is valid for 120 days from the tender opening date (January 11, 2018).

Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of MTSI Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

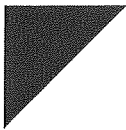
Tracy Newton
Sales Manager
Meggitt Training Systems, Inc.
Tel: 815.337.1376
tracy.newton@meggitt.com

Prepared by:
Angela Kronenberg
Sr. Proposal Manager
Meggitt Training Systems, Inc.

1 Base Pricing

All items below are GSA or Open Market (OPN-MKT) as specified.

Part No.	Description	Quantity	Unit
XWT-75	Next Generation Wireless 360° Turning, Target System. 75' of track.	6	EA
RMCS	Range Master Control System – Touch Screen with Tablet.	1	EA
XWT-BATT	XWT Spare Battery	2	EA
XWT-BATT-CHG	XWT Spare Batter Charger and Adapter	1	EA
XWT-SZ-H-S/S	XWT SafeZone™ Shooter's Booth - Handgun, Complete Lane Stalls. Black Frame, Black Top Panel, Black Bottom Panel Inserts. Includes: C-Tops and Barricades.	6	LANES
DEMO	Clean, Remove, and Dispose of Existing Target System and booth dividers Note: Please provide MTSI with your Federal EPA Identification/USEPA Number upon placement of order.	1	LOT
SPPT-Full	Complete Unload, Installation, and Training MTSI will rework existing electrical circuits. *Prevailing Wage Rates Not Included	1	LOT
F/U	Follow Up Visit	1	LOT
MANUALS	Operations and Maintenance Manuals	1	LOT
WRTY	12-Month Warranty	1	LOT
P&P BOND	Performance & Payment Bond	1	LOT
MTN BOND	Maintenance Bond	1	LOT
FRT-FOB	Freight & Delivery shall be FOB Destination (Troy, MI) in accordance with Incoterms® 2000.	1	LOT
Total Base Offer Price		\$140,305.93	



1.1 Complementary Inclusions

Also included at no additional charge is the MTSI Standard Eyes and Ears Package.

Package Includes:	Quantity
• Radians Revelation™ Shooting Glasses	6 Each
• Radians Competitor Hearing Protection (NRR 26 dB)	

1.2 Options

- All MTSI options include any additional Freight, Full Installation, and any needed electrical circuits/control wire conduits necessary.

Option 1: Laterally Moving Running Man (Model XWT-RM)
-Please check the Option box, if you wish to purchase this option.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	XWT-RM-OH	Laterally Moving Running Man Target System WITH approximately 24' of Track. Operates from the same RMCS system as XWT included in the Base Offer and shown on the RMCS as configured in range laterally.	1	EA
Option 1 Total Price <i>In addition to the Total Base Offer Price</i>			\$13,954.80	

Option 2: Independently Controlled Laterally Moving Running Man (Model DP65V)
-Please check the Option box, if you wish to purchase this option.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	DP65V-OH	Running Man Target System (Single Target) with Individual Controller and approximately 22' of I-Beam Track. Operates independently.	1	EA
Option 2 Total Price <i>In addition to the Total Base Offer Price</i>			\$7,597.90	

1.3 Important Notes:

1. Please note that MTSI is not registered in the state of MI to collect tax, therefore sales tax is not included in our offer. Any applicable taxes are the responsibility of the buyer to remit directly to the state of MI.
2. Full Install: Pricing assumes the MTSI Field Service Technician (FST) and labor crew will be onsite over one (1) continuous trip. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond MTSI's control, additional charges will be assessed in the form of a change order.
3. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
4. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and MTSI scope of work, unless otherwise noted in the pricing table herein. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that MTSI wants you to have a successful installation in a safe and timely manner.
5. Any / all trademarks mentioned herein are the properties of their respective owners.
6. MTSI FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
7. If MTSI is not authorized by the customer to commence work on the Project within 45 days from the date of the Contract and subject to the economic conditions of metals, MTSI shall be entitled to adjust its prices to account for increased costs to MTSI as a result of said delay.
8. Eyes and Ears Package provided will be the MTSI standard commercial off the shelf (COTS) package. Please check with your MTSI Sales Representative for specific details on features included.
9. Optional Running Man Target Systems: Either Running Man Target System shall be placed just behind the existing final row of ceiling panels near the bullet trap. These systems will require a slight shortening of the primary target retrieval system's achievable target distance.

2 Terms & Conditions

2.1 MTSI Assertions and Exceptions

MTSI has reviewed the terms and conditions included in the RFQ and respectfully provides the below assertions:

Section	RFQ Terms	MTSI Assertion
7.	<p>To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the</p> <p>City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.</p>	<p>MTSI requests the following revision:</p> <p>“...by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract due to the bidder’s sole negligence.”</p>
INSURANCE - CANCELLATION NOTICE:	<p>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:</p> <p>City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48084</p>	<p>MTSI’s insurance carrier only provides notice to the First Named Insured (MTSI), and cannot provide advance notice of cancellation, but in all cases MTSI agrees to provide notice to the City of Troy upon receipt of notice of change or cancellation in insurance coverage.</p>

Section	RFQ Terms	MTSI Assertion
INSURANCE - PROOF OF INSURANCE COVERAGE:	<p>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.</p> <p>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.</p>	It is against our corporate policy to release copies of our insurance policy. Generally the standard accord certificate is sufficient as it has been listed at the contractual requirements.

2.2 MTSI Standard Terms & Conditions

MTSI provides the following standard terms and conditions for reference purposes. All final terms and conditions must be mutually agreed upon in writing.

These Terms and Conditions will be part of any contract, purchase order or signed offer that Meggitt Training Systems, Inc. enters into with you, your department or company.

Meggitt Training Systems, Inc.'s Terms and Conditions are not limited to those provided herein. MTSI Terms and Conditions and the enclosed offer take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to Meggitt's Standard Terms & Conditions which can be provided upon request. Please contact MTSContracts@Meggitt.com to request a copy.

Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.”

Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather (“Excusable Delay”).

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that MTSI is the party experiencing the Excusable Delay, MTSI, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 30 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.”

Meggitt Training Systems, Inc.’s pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.**
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for MTSI’s baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support MTSI equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. Meggitt Training Systems, Inc. will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of MTSI’s equipment into the range area.**
- F. Removal / disposal of existing equipment.**
- G. Removal / disposal of lead or other hazardous waste.**

- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **A (As defined in the pricing section herein), E, F, and G**

MTSI will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- A. Taxes
- B. Permits
- C. Fees
- D. Bonds
- E. Licenses
- F. Additional Insurance
- G. Other Charges

Statutory items listed above that are specifically included with this offer: **B (\$2500 Bid Surety Check, Performance & Payment Bond, and Maintenance Bond)**

IMPORTANT NOTE: MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

MTSI does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

MTSI is a non-union manufacturer. MTSI will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

Not Applicable – Prevailing Wage Rates not Included

The payment amount included in the attached offer shall be payable to Meggitt Training Systems, Inc. as follows:

- Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of Meggitt Training Systems, Inc.

All drawings, specifications and other design documents prepared by Meggitt Training Systems, Inc. and its consultants in connection with the Project are the property of Meggitt Training Systems, Inc. Meggitt Training Systems, Inc. shall retain all common law, statutory and other rights, including all copyrights,

related to said design documents. The General Contractor shall not use the design documents on other projects without the specific written consent of Meggitt Training Systems, Inc.

*Note 1: MTSI reserves the right to make modifications in the design of its products without prior notification.

*Note 2: The Terms & Conditions listed herein are not all inclusive. The Meggitt Training Systems, Inc. (MTSI) Standard Terms & Conditions [MTSI-dom-001rev4-9-11-2015] incorporated by reference herein shall apply. If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. MTSI shall provide the Terms & Conditions upon request.

Please submit signed proposal by email, fax, or mail to:

Email: MTSContracts@Meggitt.com	Fax: 678.288.1515 Attn: Contracts Dept.	Mail: Meggitt Training Systems, Inc. Attn: Contracts Dept. 296 Brogdon Road Suwanee, GA 30024-8615
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MEGGITT TRAINING SYSTEMS, INC

Domestic Terms and Conditions

MTS-DOM-001-REV4- 09-11-2015

Whereas the Buyer is desirous to purchase from Meggitt Training System, Inc. (MTSI) (the Seller) product and/or service identified in MTSI Proposal hereto. The terms and conditions herein shall take precedence over any other terms and conditions offered by Buyer, notwithstanding any language to the contrary in Buyer's order, unless expressly agreed to in writing by Seller. If Buyer takes exceptions to the terms and conditions contained herein the Buyer must request such exception in writing to the Seller and the exception is subject to the approval in writing of Seller

A. Terms and Conditions Agreement and Order of Precedence

The terms and conditions ("Terms and Conditions") outlined below constitute the terms and conditions applicable to any order or contract issued by Buyer or accepted by Seller pursuant to the quote, proposal or offer made by Seller to Buyer, the total of which constitutes the agreement ("Agreement") between Buyer and Seller.

This Agreement shall consist of the following, by attachment or by reference (as to any URL designated).

- I. MTSI Proposal or quote
- II. This Cover Sheet
- III. Annex A - Meggitt Standard Global Terms and Conditions of Sale
- IV. Annex B- MTSI Standard Terms and Conditions.

In the event of any conflict or inconsistency in terms and conditions, the following terms have precedence in the order listed: This Cover Sheet; Annex B; MTSI Proposal; Annex A.

B. General Services Administration (GSA) Schedule Contracts – Open Market Items

The terms and conditions herein apply to items designated "Open Market" and ordered in conjunction with GSA Schedule items. These terms are exclusive for "Open Market" items and GSA Schedule terms shall not apply. If the Seller receives a purchase order for "Open Market" item(s) the Seller presumes that the buying agency has followed all required competition justifications.

C. General Services Administration (GSA) Schedule Contracts – GSA Schedule Items

In the event that a Buyer is eligible to purchase from a GSA schedule and places a purchase order for GSA schedule items then the GSA terms and conditions located at <https://www.gsaadvantage.gov> will apply to those items.

D. Defense Federal Acquisition Regulation (DFAR) 252-704.7012

Meggitt Training Systems, Inc. (MTSI) has not completed its assessment of the impact arising from the recent change to NIST 800-171 standards under DFARS 252.204-7012 (August 2015). NIST 800-171 standards are presumed to be DoD's new standards. As such MTSI does not represent that it is NIST 800-53 or NIST 800-71 compliant. MTSI requests acknowledgement in the contract that a reasonable period of time will be granted for MTSI to implement these new NIST 800-171 standards. MTSI also requests specific identification of any data or documents in the performance of this work which will be "Covered Defense Information.

MEGGITT

ANNEX A

MEGGITT STANDARD GLOBAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Buyer" means the person(s), firm, company or corporation who purchases the Product and/or Services from the Seller.

"Buyer Property" means any property of the Buyer including any equipment and tooling issued free of charge provided or made available to the Seller for the purpose of the Seller supplying the Product or performing any Services.

"Carrier" means the agent or the carrier designated by the Buyer, or if none, the agent or the carrier chosen by the Seller on the Buyer's behalf who will accept delivery of the Products and/or Buyer Property on behalf of the Buyer and transport the same to the Buyer.

"Change Order" means any change to the Contract that has been approved in writing by the Buyer and Seller.

"Contract" means any contract between the Seller and the Buyer for the supply of Products or Services, resulting from the Buyer's request or order placed by the Buyer, on these terms and conditions and the terms on the face of the document under which it is accepted by the Seller.

"Product" means any products, components, goods or materials agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).

"Seller" means the Meggitt company or corporation named on the quotation or Contract acceptance and/or who supplies the Product and/or Services.

"Services" means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Contract to be provided to the Buyer by the Seller (including any part or parts of them).

2. BASIS OF ORDER AND ACKNOWLEDGEMENT

- 2.1 The Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions Buyer purports to apply in any Contract).
- 2.2 A Contract shall not be effective until the Seller has issued written acknowledgment and acceptance of such Contract (notwithstanding any earlier confirmation of receipt). The Seller may in its sole discretion decline any purchase order placed by the Buyer.
- 2.3 Minimum order quantities and minimum Contract values, where necessary, may apply at the Seller's discretion.
- 2.4 The Buyer shall ensure that the terms of its purchase order or request are complete and accurate.
- 2.5 No change or modification of Contracts issued shall be allowed after acceptance by the Seller unless authorized by a Change Order delivered by the Buyer and accepted in writing by the Seller.

3. DESCRIPTION AND SPECIFICATION OF THE GOODS AND SERVICES

- 3.1 The description, part numbers and/or specification of the Product and/or Services shall be set out in the Seller's quotation or the Seller's acceptance of the Contract. All drawings, descriptions, weights, dimensions, etc. and advertising issued by the Seller (for example, in the Seller's catalogues or price lists) are issued to provide an approximate idea of the Product or Services described in them and do not form part of the Contract unless expressly stated in the Contract or otherwise agreed to in writing by the Seller.
- 3.2 The Buyer shall determine the suitability of the Products for Buyer's use and/or application. The Buyer shall be solely responsible for the accuracy of the Buyer's designs, drawings, specifications and other data supplied to the Seller by the Buyer, even if the Seller examines, inspects, studies or comments to the Buyer regarding any such designs, drawings, specifications or other data.

4. DELIVERY AND ACCEPTANCE

- 4.1 The Seller will arrange for the Carrier to transport the Product or Buyer Property at the Buyer's risk and cost, and delivery will take place when the Product or the Buyer Property is made available to the Carrier at Seller's facility.
- 4.2 Delivery dates are estimates only and time is not of the essence. The Seller will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Product or Buyer Property, nor will any delay entitle the Buyer to terminate or rescind the Contract.
- 4.3 If for any reason the Buyer does not take delivery, or the Seller is unable to deliver such Product or Buyer Property on time because the Buyer has not provided appropriate instructions, documents, licences, authorisations, etc., then such Product or Buyer Property will be deemed to have been delivered and risk shall pass to the Buyer. The Seller may at its option:
 - (a) store such Product or Buyer Property until actual delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance); or
 - (b) reallocate or sell such Product or Buyer Property at the best price readily obtainable (after providing not less than thirty (30) days prior written notice to Buyer). Seller may charge the Buyer for any shortfall below the Contract price or account to the Buyer for any excess (after deducting all reasonable survey, repair, storage and selling expenses).

- 4.4 The Buyer shall promptly notify the Carrier of any damage to, loss from or non-receipt of any Product or Buyer Property if transportation has been arranged by or on behalf of the Buyer. The Seller shall not be liable for any such damage, loss or non-receipt.
- 4.5 The Buyer may arrange for testing and inspection of the Product before shipment at the Seller's facility. If the Buyer has conducted such inspection, the Seller shall not be liable for any claim made after shipment in respect to any defect in the Product which would have been apparent upon such inspection.
- 4.6 The Seller may, at its option, make partial shipments of Product and invoice the Buyer for each shipment individually in which case each delivery shall constitute a separate contract. Failure by the Seller to deliver any one or more of the shipments in accordance with these terms and conditions or any claim by the Buyer in respect of any one or more shipments shall not entitle the Buyer to repudiate the whole Contract or refuse to accept subsequent shipments. The Buyer shall accept any early delivery.
- 4.7 The Buyer will be deemed to have accepted the Product as being in accordance with the Contract, the Seller shall have no liability for any defect or failure and the Buyer shall be bound to pay the price unless:
- (a) within 15 days of the date of delivery of the Product, the Buyer notifies the Seller in writing of any defect apparent upon inspection of the Product to conform with the Contract; or
 - (b) the Buyer notifies the Seller in writing of any failure of the Product to conform to the Contract within a reasonable time where the defect or failure would not be so apparent within 15 days of the date of delivery.

5. PASSING OF RISK AND TITLE

- 5.1 The risk in Products or Buyer Property shall pass to the Buyer on delivery as set forth herein.
- 5.2 Full legal, beneficial and equitable title to the Products shall remain vested in the Seller (even though they have been delivered and risk has passed to the Buyer) until:
- (a) payment in full, in cash or cleared funds, for all the Products has been received by the Seller; and
 - (b) all other money payable by the Buyer to the Seller on any other account or under the Contract or any other contract or order has been received by the Seller.
- 5.3 Until full legal, beneficial and equitable title to and property in the Products passes to the Buyer:
- (a) the Buyer shall hold the Products on a fiduciary basis as the Seller's bailee and shall store the Products at its premises, insure them without any charge to the Seller, and keep them clearly identifiable as belonging to the Seller;
 - (b) the Seller may, on demand and without prior notice, repossess and resell the Products if any of the events specified in Section 12.3 occurs or if any sum due to the Seller from the Buyer is not paid when due and for this purpose, the Seller, its employees, agents and sub-contractors will be entitled to unrestricted access to any premises where any of the Products are situated.
- 5.4 The Seller hereby authorises the Buyer to use and/or sell the Products in the normal course of the Buyer's business and to pass good title in the Products to its purchasers, if they are purchasers in good faith without notice of the Seller's rights. This right shall automatically cease on the occurrence of any event set out in Section 12.3 and/or if any sum owed to the Seller by the Buyer is not paid when due. If the Buyer sells the Products or Services prior to paying the full price thereof the Buyer shall hold the proceeds of sale on trust for the Seller.
- 5.5 The Seller's rights and remedies set forth herein are in addition to and shall not in any way prejudice, limit or restrict any of the Seller's other rights or remedies under the Contract or in law or equity. The Seller shall be entitled to maintain an action against the Buyer for the price of the Products or Services notwithstanding that legal, equitable and beneficial title to and property in the Products or Services has not passed to the Buyer.
- 5.6 Title to the Buyer Property shall at no time pass to the Seller unless the Buyer specifically agrees otherwise in writing, or Sections 4.3 (b) or 13.3 apply.
- 5.7 Risk in the Buyer Property shall pass to Seller on delivery to the Seller and remain with the Seller at all times while in the Seller's possession or control.

6. CONTRACT PRICE

- 6.1 The price charged in respect of Product or Services supplied shall be the price that is current at the date of delivery. The Seller reserves the right to adjust prices where necessary before a Contract is accepted notwithstanding the prices stated in any price list or quotation. The Seller shall not normally perform Services until the Buyer has confirmed its agreement to the estimated price.
- 6.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Product or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the Seller's control (such as, without limitation, any increase in the costs of labour, materials, or other costs of manufacture or supply); any change in the quantities of the Product requested by the Buyer; any change in the delivery dates of the Product or Services requested by the Buyer; or any delay or cost caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 6.3 Unless otherwise agreed in writing, the price for the Product or Services shall be exclusive of any taxes (including sales tax) or levies and the Buyer will pay all costs and charges in relation to packaging (other than standard packaging), loading, unloading, carriage, freight and insurance, where appropriate.

7. PAYMENT TERMS

- 7.1 Payment for the Products and/or Services is due 30 days after the date of the Seller's invoice. The Seller may issue a separate invoice for each Contract or for each shipment (if more than one) under a Contract. The Buyer shall pay the amount stated in the Seller's invoice in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. Payment must be made to the Seller at the address or account stated on the invoice.
- 7.2 The Seller reserves the right to revise payment terms at any time and to request guarantees, security, stage payments or cash in advance for the Products and/or Services. The Seller may, at its discretion, refuse or limit deferred payment terms to the Buyer.
- 7.3 The Seller may agree to accept payment for the Products and/or Services by credit card provided that the Buyer shall in addition to the price of the Products or Services pay any charge levied by the credit card company in respect of such transaction.
- 7.4 Notwithstanding any other provision, all payments payable to the Seller under the Contract shall become due immediately upon termination of this Contract for whatever reason.
- 7.5 If any sum due from the Buyer to the Seller under the Contract or any other order is not paid to the Seller on or before the due date for payment, then all sums then owing by the Buyer to the Seller or any affiliate of the Seller shall become due and payable immediately and, without prejudice to any other right or remedy available to the Seller, the Seller and any affiliate shall be entitled to:
- (a) cancel or suspend performance of the Contract or any other contract or order placed with the Seller or any affiliate including suspending deliveries of the Product, Services or any other goods until arrangements as to payment or credit have been established which are satisfactory to the Seller; and/or
 - (b) require the Buyer to pay for Products or Services prior to shipment from the Seller's place of business; and/or
 - (c) charge the Buyer interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of four per cent (4%) per annum above the London Interbank Offered Rate (LIBOR) prevailing from time to time (or such other rate which is legally permissible) until payment is made in full.

8. WARRANTY

- 8.1 The Seller warrants that the Products furnished hereunder shall, at the time of delivery, be free from defects in material and workmanship. Services shall be performed with reasonable skill and care.
- 8.2 If the Buyer submits to the Seller reasonable written details (on Seller's prescribed form if required) establishing a breach of the warranty set forth above, the Seller's liability for failure of any Product or Service to comply with the foregoing shall be limited to replacing or repairing that Product and/or to re-performing the Services found to be defective within six months of delivery. Such Product will be repaired or replaced, at the Seller's option, or Services re-performed, without charge, and re-warranted for the remainder of the original warranty period.
- 8.3 Seller shall pay all reasonable return packaging and transportation costs of a valid warranty claim. Seller is not liable for the removal of Products from, or installation of the Product into, any other property to which it may be attached or incorporated.
- 8.4 Seller may require the Buyer to deliver back Product or materials which have been replaced and legal title to the replaced Product shall re-vest in the Seller.
- 8.5 Seller's performance of one of the above options shall constitute an entire discharge of Seller's liability for breach of the warranty.
- 8.6 For Product that is returned under warranty and is tested and no fault found, the Seller will be entitled to reimbursement from the Buyer for reasonable charges incurred for transportation, testing and evaluation.
- 8.7 For any Product not manufactured by Seller, the Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to the Seller, to the extent that it is assignable by the Seller to the Buyer.
- 8.8 The Seller shall not be liable under the warranty in any of the following circumstances: (i) Products or parts thereof which have been modified, altered, installed, used or serviced other than in conformity with Seller's applicable specifications, manuals, bulletins or instructions, or which shall have been subjected to improper installation, misuse or neglect; (ii) Products that have not been maintained and operated in accordance with the Seller's instructions; (iii) normal wear and tear, willful or accidental damage, harsh environment, experimental running; (iv) Products or parts thereof furnished by Buyer or acquired from others at Buyer's request and/or to Buyer's specifications, and use of components not manufactured by or authorized by the Seller in the Products; (v) Products which are expendable in nature, such as, but not limited to, diodes, transistors, o-rings, tyres, flexible hoses, seals, igniter plugs or fuses; (vi) Product with a stated shelf life or 'use by' date, if such shelf life has expired or 'use by' date has passed; (vii) tooling purchased or made for the purpose of manufacturing the Products; (viii) the Buyer or its customer fails to afford the Seller a reasonable opportunity to inspect the Products or Services performed; (ix) the price for Products or Services, or any other goods or services supplied by the Seller or its affiliates, has not been received in full.
- 8.9 Minor deviations from specifications which do not affect performance of the Products shall not be deemed to constitute defects in materials or workmanship or a failure to comply with the specifications referred to herein. The need for regular overhaul of warranted equipment shall not constitute a defect or failure under this warranty

8.10 THERE ARE NO OTHER WARRANTIES, CONDITIONS OR TERMS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. EXCLUSION AND LIMITATION OF LIABILITY

- 9.1 These terms and conditions set out the entire liability of the Seller (including any liability for the acts or omissions of its sub-contractors) in respect of Products or Services supplied by the Seller and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 9.2 Nothing in these terms and conditions shall exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited. ANY LIMITATION OR EXCLUSION OF LIABILITY SHALL APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.
- 9.3 THE SELLER SHALL NOT BE LIABLE FOR ANY ECONOMIC LOSS OF WHATEVER NATURE (WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEN, DIRECT, FORESEEABLE, KNOWN OR OTHERWISE), INCLUDING LOSS OF ANTICIPATED PROFITS, LOSS OF ACTUAL PROFITS (DIRECT OR INDIRECT), LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED OR ANY LOSSES ARISING AS A RESULT OF ANY THIRD PARTY BRINGING A CLAIM OF ANY NATURE WHATSOEVER.
- 9.4 SUBJECT TO SECTION 9.2 ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SELLER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT WHETHER FOR NEGLIGENCE OR BREACH OF CONTRACT OR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE PRICE PAID BY THE BUYER FOR THE PRODUCT OR SERVICES GIVING RISE TO THE BUYER'S CLAIM. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE CONTRACT, THE SELLER SHALL HAVE NO LIABILITY FOR THE USE BY THE BUYER OF COMPONENT PARTS IN THE PRODUCT WHICH ARE NOT MANUFACTURED BY OR AUTHORISED BY THE SELLER.
- 9.5 The Products or Services are not designed or manufactured for clinical use and are not approved by the US Food and Drug Administration or other agencies for clinical or medical applications. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, actions, judgments, orders, awards, costs and/or expenses, on account of bodily injury including death and/or property damages sustained by Buyer, Buyer's employees and/or third parties which arise out of or in connection with the medical or clinical use of the Products or Services.

10. SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS

- 10.1 The Buyer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Seller.
- 10.2 The Seller may assign, charge, subcontract or transfer the Contract or any part of it to any person, including its affiliate companies, without the consent of the Buyer.
- 10.3 Other than affiliates of the Seller, a person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub-contractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Seller and the Buyer.
- 10.4 Without prejudice to the intention of the parties to give no rights to the third parties under the Contract, any term of the Contract can be varied and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.

11. FORCE MAJEURE

- 11.1 The Seller shall not be held liable for delay or failure in shipment or delivery of the Products or Services due to any cause beyond the reasonable control of the Seller, including, without limitation, war, fire, flood, strikes or other labour disturbance, accidents, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control of its suppliers or subcontractors ("Force Majeure") and the Seller shall be excused from deliveries to the extent that deliveries may be prevented or delayed by the foregoing Force Majeure. During any such Force Majeure, the Seller will endeavour in good faith to allocate deliveries fairly among its buyers but expressly reserves in its discretion, without liability to the Buyer, the final determination of deliveries to be made. If said Force Majeure continues for a continuous period in excess of ninety (90) days the Seller may terminate the Contract without liability by providing written notice to the Buyer.

12. CONTRACT CANCELLATION, BREACH OF CONTRACT AND INSOLVENCY

- 12.1 The Buyer may only cancel a Contract (or any part of a Contract) which the Seller has already accepted, with the Seller's prior agreement in writing and provided the Buyer indemnifies the Seller in full in terms established by the Seller. Cancellation charges may apply to such cancellation including but not limited to: (i) all amounts due under the Contract in respect of work performed and/or Products delivered up to the date of cancellation, including all applicable overhead and profit; (ii) any sums which have been paid by the Seller or become payable as a result of the cancellation to its subcontractors and supply chain to procure all or any part of the Products or Services for the Buyer's requirements including all applicable overhead and profit; (iii) the cost of any work, materials and tooling

incurred by the Seller, including initial costs, overhead, profit and preparatory expenses allocable thereto, used exclusively by the Seller to supply the Products and Services; (iv) any non-recurring engineering and project investment costs not paid by the Buyer or recovered by the Seller under the Contract; (v) the costs of settling and paying any losses, damages or claims arising out of the termination of work and (vi) reimbursing any other reasonable and proper sums suffered or incurred by the Seller solely in connection with or resulting from the cancellation of the Contract including without limitation overhead and the profit the Seller would have earned under the Contract.

- 12.2 The Buyer shall pay the Seller all cancellation charges within thirty (30) days of the date of Seller's demand.
- 12.3 In the event (a) the Buyer commits a breach of any of its obligations under the Contract and fails to remedy such breach within a period of 14 days; or (b) the Buyer fails to make payment under the Contract when due, or suspends payments or is unable to pay its debts as they fall due; or (c) of the institution of any proceedings by or against the Buyer, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of an administrator, administrative receiver, receiver or trustee or an assignee for the benefit of creditors of the business or property of the Buyer; or (d) the Buyer suffers or undergoes an analogous procedure in the country in which the Buyer is established; or (e) the Buyer ceases, or threatens to cease, to carry on business; or (f) the Seller reasonably believes that any of the above events is about to occur in relation to the Buyer, then the Seller shall be entitled to cancel this Contract forthwith by written notice without prejudice to any rights arising prior to said cancellation. The Buyer shall pay cancellation charges as set out in this section.

13. CARE AND USE OF THE BUYER PROPERTY

- 13.1 It shall be the Buyer's responsibility to ensure that any tooling and/or material issued free of charge and other Buyer Property delivered to the Seller by the Buyer or on its behalf is safe and suitable for manufacture of or incorporation into Products or for the Services to be performed in accordance with all regulatory guidelines and procedures.
- 13.2 The Seller shall use the Buyer Property solely for the purpose of the Contract and shall at the Buyer's expense maintain the Buyer Property in good order, condition and repair while it is in the Seller's possession or control.
- 13.3 On completion or termination of the Contract, unless otherwise directed by the Buyer in writing, the Seller shall return the Buyer Property to the Buyer. If the Buyer does not collect or accept delivery of such Buyer Property, the Seller may, after giving not less than thirty (30) days' prior written notice, take reasonable steps to sell such Buyer Property at the best price readily available and account to the Buyer for any excess after deduction of all reasonable storage and selling expenses.
- 13.4 Without prejudice to any other rights and remedies which the Seller may have under the Contract, the Seller shall, in respect of all debts owed by the Buyer to the Seller, have a general lien on any of the Buyer Property in the Seller's possession and the Seller shall be entitled after thirty (30) days' prior written notice to the Buyer to dispose of such of the Buyer Property as the Seller thinks fit and to apply any proceeds of sale towards the payment of such debts.

14. EXPORT AND GOVERNMENTAL COMPLIANCE

- 14.1 Each party agrees to comply with all applicable governmental regulations as they relate to the import, export and re-export of information and/or Products and/or Buyer or Seller Property. Without limiting the foregoing, neither the Buyer nor the Seller shall disclose or deliver any information or Products and/or Buyer or Seller Property provided hereunder in any manner contrary to any applicable export or import laws and regulations. The Buyer and the Seller acknowledge that these laws and regulations impose restrictions on import, export and transfer to third countries of certain categories of information and products, and that authorisations/licences from the applicable regulatory agency may be required before such information and Products and/or Buyer or Seller property can be disclosed or delivered hereunder, and that such authorisations/licences may impose further restrictions on use and further disclosure or delivery of such information and Products and/or Buyer or Seller Property.
- 14.2 The Seller shall not be liable for delays or refusals by governmental authorities or other authorities to grant licences or approvals, nor for suspension or revocation thereof, nor for changes in export classification. Buyer must deliver requested information, including requested end-user information, necessary for export licences to be granted and or necessary for the Seller to determine if a licence or other type of authorisation is required.
- 14.3 In relation to both domestic and international transactions, Buyer must provide Seller with export classification information for all Buyer property and information delivered to Seller in relation to this Contract. Export classification information includes the applicable export control number, the country of origin and, for hardware only, the Harmonized Tariff Code. Seller will supply Buyer with similar export classification information for Products and/or information for which Seller has design authority. Buyer/ Seller will promptly notify the other upon a change in classification information.

15. NOTICES

- 15.1 Any notice to be given under this Contract shall be sufficient if it is in writing, to the attention of the chief executive officer of the other party, or otherwise as directed by each party from time to time, and delivered personally, or via registered or certified mail (postage prepaid with return receipt requested) (with a request for confirmation in a manner typical to the communication types listed previously). Notice shall be deemed sent and received on the date of actual receipt at the other party's principal place of business.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) in the Products or Services or in any molds, tools, designs, drawings, or production data owned by the Seller or created by the Seller in the course of the performance of the Contract or otherwise used in the manufacture of the Products or the provision of the Services shall remain the Seller's property unless otherwise expressly agreed by the Seller. The Seller grants, on full payment for the Products or Services the non-exclusive right for the Buyer and bona fide purchasers from the Buyer to use, for the operation of the Products or Services for their intended purpose only, (a) any software supplied with, or embedded in, the Products and Services, and (b) technical manuals and instructions relating to operation and maintenance of the Products and Services. The Buyer hereby grants to the Seller, a non-assignable non-exclusive, royalty-free licence to use any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) owned by the Buyer to the extent necessary for the Seller to supply the whole or any part of the Products or Services in accordance with the Contract. Except as expressly stated herein, nothing in the Contract shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property rights of the Seller unless otherwise expressly agreed by the Seller.

17. CONFIDENTIALITY

- 17.1 The Buyer and Seller shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential or sensitive information of the other.
- 17.2 The Buyer agrees that it will not exhibit the Seller's Product, advertisements or price lists relating to any of the Seller's Product or Services without the prior written consent of the Seller.

18. GENERAL

- 18.1 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 18.2 The rights and remedies of the Seller in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by the Seller nor by any failure of or delay by the Seller in ascertaining or exercising any such rights or remedies. The waiver by the Seller of any breach of the Contract shall not prevent the subsequent enforcement of the Contract and shall not be deemed to be a waiver of any subsequent breach of that or any other terms and conditions.
- 18.3 If at any time any one or more of the terms of the Contract or any part of one or more of these terms and conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining terms and conditions of the Contract shall not in any way be affected or impaired as a result of that omission.
- 18.4 The Contract sets out the entire agreement and understanding between the Buyer and the Seller in connection with the sale of the Product or Services and shall supersede and replace all documentation previously issued by the Seller or the Buyer. In case of conflict, agreed terms appearing on the face of the Contract shall take precedence over these terms and conditions, and these terms and conditions take precedence over any other documents referred to in the Contract.
- 18.5 Headings are for reference only and shall not affect the interpretation of these terms and conditions.

19. LAW AND JURISDICTION

- 19.1 The Contract shall in all respects be construed according to and governed by the laws of the jurisdiction in which Seller is located, or if the Seller is organised under the laws of a state of the United States of America it shall be governed by the laws of the state of California. All disputes shall be referred to and resolved by binding arbitration in London under the Rules of the London Court of International Arbitration except for Seller companies located in the United States of America, for which the binding arbitration shall be administered in Los Angeles County, California by JAMS pursuant to its Streamlined Arbitration Rules and Procedures.
- 19.2 The United Nations Conventions on Contracts for the International Sale of Product 1980 shall not apply to any aspect of this Contract.

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 120 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: Bobby Rivers - Bobby Rivers
Director of Proposals

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: 58-2272995

COMPANY: Meggitt Training Systems, Inc.

ADDRESS: 296 Brogdon Road CITY: Suwanee STATE: GA ZIP: 30024

PHONE: (815) 337.1376 (Sales POC) FAX NUMBER: (678) 288-1515

REPRESENTATIVE NAME: Mr. Tracy Newton, Sales Rep.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Bobby Rivers - Bobby Rivers
Director of Proposals

PAYMENT TERMS: Net 30 Days WARRANTY: 12 Months

CHECK INCLUDED: Yes - \$2500 COMPLETION: 90-120 days after receipt & acceptance of order & upon return and approval of MTSI Submittal Drawings, whichever occurs last

EMAIL: mtscontracts@meggitt.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. Please refer to MTSI Proposal MTS16USL1534 Rev 1, Section 2.1 MTSI Assertions and Exceptions pertaining to the Terms & Conditions.

ACKNOWLEDGEMENT:

I, Bobby Rivers, 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 and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Bobby Rivers - Bobby Rivers
Director of Proposals

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.



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 CA for whom Bobby Rivers, bearing the office title of Director of Proposals, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Bobby Rivers, being duly sworn deposed, says that he/she
(Print Full Name)

is Director of Proposals. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

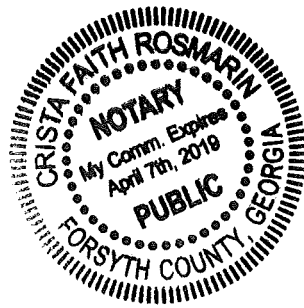
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or 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.

Bobby Rivers
SIGNATURE OF PERSON SUBMITTING BID

Crista Faith Rosmarin
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 5th day of January, 2018 in and for
Swainett County.

My commission expires:
7-April-2019





**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.

Meggitt Training Systems, Inc.

Name of Agency/Company/Firm (Please Print)

Bobby Rivers, Director of Proposals

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

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



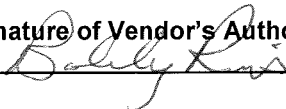
**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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

Vendor	
Legal Name	Meggitt Training Systems, Inc.
Street Address	296 Brogdon Road
City	Suwanee
State, Zip	GA, 30024
Corporate I.D. Number/State	Bus. Lic: 0000011564 (Suwanee, GA)
Taxpayer I.D. #	58-2272995

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.

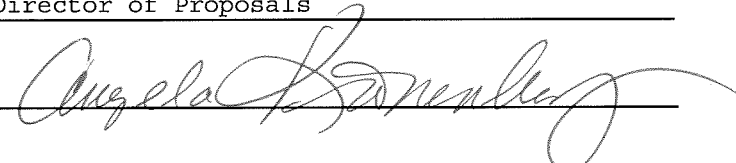
Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

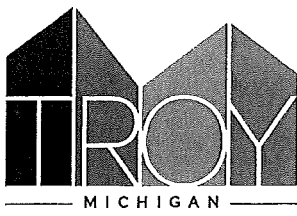
Bobby Rivers, Director of Proposals

Witness Signature:



Printed Name of Witness: Angela Kronenberg, Sr. Proposal Manager

G:\ BidLanguage_IranLinkedBusiness




500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 13, 2018

To: Mark F. Miller, Acting City Manager

From: Tom Darling, Director of Financial Services
Lisa Burnham, Finance Manager
MaryBeth Murz, Purchasing Manager 
Gary Mayer, Police Chief
Andy P. Satterfield, Police Lieutenant

Subject: Budget Amendment– Firing Range Targeting System Upgrade – Police Department

History

The Police Department is required by the Michigan Commission on Law Enforcement Standards (MCOLES) to conduct a firearms qualification course for each sworn officer annually. The Police Department conducts training all year round on firearms and less lethal use of force training at the indoor firearms range located within the municipal building. Additionally, the City has a contract with another police agency who rents the Troy firearms range for their training and qualification requirements.

In an effort to stay up to date on training and qualification standards, the Police Department requested an upgrade to the nearly 25 year old system with a modern computer operating system, up to date moving target and track systems, and see-through ballistic safety dividers.

On January 11, 2018, a bid opening was conducted for the Firing Range Equipment Upgrade. City Council awarded a contract to *Meggitt Training Systems, Inc., of Suwanee, GA* to the low bidder meeting bid specifications. Also, City Council approved a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects in the amount of \$156,590.00; (Resolution #2018-02-014-J-4b).

Purchasing

While in the initial phase of the Gun Range System Upgrade issues were discovered regarding the ballistic baffles and guards; which has resulted in a revised project completion date of August 1, 2018. Therefore a Budget Amendment is necessary.

Financial

The project was originally approved through a budget amendment in the 2017/2018 fiscal year in the amount of \$156,590. The budgeted amount will lapse at fiscal year-end. The project was not re-appropriated during the budget process for fiscal year 2018/2019 as it was expected to be completed by June 30, 2018. The project is now planned to be completed in the early part of the 2018/2019 fiscal year.



500 West Big Beaver
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CITY COUNCIL AGENDA ITEM

Financial (continued)

The project will be expended in the Capital Projects Fund but financed by the Drug Forfeiture Fund. Accordingly, a transfer from the Drug Forfeiture Fund to the Capital Projects Fund along with an appropriation in the Capital Projects Fund for an amount of \$156,590 will be required. A Project# is to be determined.

Recommendation

City Management recommends a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590.00 in the 2018/2019 fiscal year.

BUDGET AMENDMENT – Firing Range Targeting System Upgrade – Police Department

WHEREAS, That Troy City Council AWARDED a contract to furnish all equipment, material, and labor to upgrade the Firing Range Targeting System to the low bidder meeting specifications; *Meggitt Training Systems, Inc. of Suwanee, GA* for an estimated total cost of \$156,589.93; Resolution# 2018-02-014-J-4b,

AND WHEREAS, That Troy City Council APPROVED a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590.00 in fiscal year 2017/2018, Resolution# 2018-02-014-J-4b,

AND WHEREAS, A revised completion date of August 1, 2018 is necessary and requires a budget amendment,

THEREFORE BE IT RESOLVED, That City Council APPROVES a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590 in the 201/2019 fiscal year.



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CITY COUNCIL AGENDA ITEM

Date: January 25, 2018

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services
MaryBeth Murz, Purchasing Manager *MBM*
Gary Mayer, Police Chief *GM*
Andy P. Satterfield, Police Lieutenant *AS #303*

Subject: Standard Purchasing Resolution 2: Low bidder meeting Specifications – Firing Range Targeting System Upgrade – Police Department

History

The Police Department is required by the Michigan Commission on Law Enforcement Standards (MCOLES) to conduct a firearms qualification course for each sworn officer annually. The Police Department conducts training all year round on firearms and less lethal use of force training at the indoor firearms range located within the municipal building. Additionally, the City has a contract with another police agency who rents the Troy firearms range for their training and qualification requirements.

The Troy firearms indoor range was originally installed in 1979. The range has not had upgrades to the computer operating system, six lane moving targets and track system, or safety lane dividers since 1994. The computer system is no longer functional and there are no range maintenance companies equipped to fix the obsolete system. The moving lanes fail on a regular basis due to age and design flaws on the track system which were originally designed for revolver type weapons. The track system was not suited for modern semi-automatic firearms that eject brass from the ammunition into the air which enters and disables the current tracking system. The police department has had numerous service calls yearly to clean out and maintain the failing targeting track system. The safety dividers are constructed of metal which have been damaged over the life of the range. Modern safety dividers are constructed of ballistic materials with transparent glass which enhances the safety and efficiency of range operations.

In an effort to stay up to date on training and qualification standards, the Police Department is seeking to upgrade the nearly 25 year old system with a modern computer operating system, up to date moving target and track systems, and see-through ballistic safety dividers.

Purchasing

On January 11, 2018, a bid opening was conducted as required by City Charter and Code for the Firing Range Equipment Upgrade. 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:



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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	38
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	10
Troy Companies that viewed the bid	0

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

Meggitt Training Systems, Inc., of Suwanee, GA was the low bidder meeting all bid specifications.

Financial

The project was originally budgeted in the 2016 and 2017 fiscal years at \$50,000 per year. The budgeted amounts lapsed at fiscal year-end. The project was not re-appropriated for fiscal year 2018 until a reasonable cost could be determined through the bidding process.

The project will be expended in the Capital Projects Fund but financed by the Drug Forfeiture Fund. Accordingly, a transfer from the Drug Forfeiture Fund to the Capital Projects Fund along with an appropriation in the Capital Projects Fund for an amount of \$156,589.93 will be required.

Recommendation

City Management recommends awarding the range equipment upgrade to the low bidder meeting all bid specifications to *Meggitt Training Systems, Inc. of Suwanee, GA* at an estimated cost of \$156,589.93. Also, City management recommends a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590.00.

**STANDARD PURCHASING RESOLUTION 2 – Low Bidder Meeting Specifications –
Firing Range Targeting System Upgrade – Police Department**

RESOLVED, That Troy City Council hereby AWARDS a contract to furnish all equipment, material, and labor to upgrade the Firing Range Targeting System to the low bidder meeting specifications; *Meggitt Training Systems, Inc. of Suwanee, GA* for an estimated total cost of \$156,589.93, at unit pricing as contained in the bid tabulation opened January 11, 2018, a copy of which shall be ATTACHED to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council APPROVES a budget amendment to transfer funds from the Drug Forfeiture Fund to the Capital Projects Fund along with the associated appropriation in the Capital Projects Fund in the amount of \$156,590.00.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY OWNER/LESSEE/CONTRACTOR YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIO TO THE DATE OF LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY OWNER, LESSEE OR CONTRACTOR WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY OWNER/LESSEE/CONTRACTOR YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIO TO THE DATE OF LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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