

CITY COUNCIL MINUTES -

Draft June 1, 2020

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Hauling and Disposal of Dirt and Debris**

Resolution #2020-06-081-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for one-year requirements for the Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the low bidder meeting specifications; *Maloney Trucking of Troy, MI* for items #1, #2, #3, and #4 for an estimated total cost of \$168,625.00 at the unit prices contained in the bid tabulation opened May 21, 2020, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contracts expiring April 30, 2022.

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

BLANKET ORDER

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

No. 2020-00001413
DATE: 06/04/2020
PAGE: 1 of 1
FOB DESTINATION

EXPIRATION DATE

04/30/2021

COUNCIL RESOLUTION


2020-06-081-J-4a

VENDOR NO. 173448

Vendor

MALONEY TRUCKING
1871 BIRCHWOOD DRIVE
TROY, MI 48083

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Broken Concrete- With and Without Wire	18,000.0000	\$18,000.00
1	Lump Sum	Broken Asphalt	30,000.0000	\$30,000.00
1	Lump Sum	Fill Dirt and Excavated Material	91,000.0000	\$91,000.00
1	Lump Sum	Catch Basin Sludge and Street Sweepings	29,625.0000	\$29,625.00
		HAULING AND DISPOSAL OF DIRT AND DEBRIS CONTRACT to furnish ONE (1) year Requirements of Hauling and Disposal of Dirt and Debris with an option to renew for ONE (1) additional year in accordance with all bid specifications of ITB-COT 20-20 as per the attached bid summary. This PO is for Year ONE (1) of a potential TWO (2) Year Contract.		
				

Entered By: Kristine Kallek

\$168,625.00

Special Instructions:

CITY COUNCIL AWARD DATE: 6/1/2020. Certificate of Insurance and Endorsement shall be on file for duration of contract.

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.

Opening Date - 05/21/2020
Date Reviewed - 05/21/2020

CITY OF TROY
BID TABULATION
HAULING/DISPOSAL OF DIRT AND DEBRIS

ITB-COT 20-20
Page 1 of 2

VENDOR NAME:	Maloney Trucking	Jackie's Transport, Inc.	Simply Construction & Excavating, LLC
	Troy, MI	Northville, MI	Franklin, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/ TON	EXTENSION PRICE	PRICE/ TON	EXTENSION PRICE	PRICE/ TON	EXTENSION PRICE
1	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$6.00	\$18,000.00	\$13.89	\$41,670.00	\$6.98	\$20,940.00
2	5,000	Broken asphalt possibly mixed with fill dirt.	\$6.00	\$30,000.00	\$13.89	\$69,450.00	\$8.94	\$44,700.00
3	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$13.00	\$91,000.00	\$13.89	\$97,230.00	\$22.00	\$154,000.00
4	1,500	Catch basin sludge and street sweepings.	\$19.75	\$29,625.00	\$24.99	\$37,485.00	\$52.00	\$78,000.00
ESTIMATED TOTAL ALL ITEMS (1 - 4):			\$168,625.00		\$245,835.00		\$297,640.00	
DISPOSAL SCHEDULE MET:			Y or N	Y	Y	Y	Y	Y
CONTACT INFORMATION:			Hrs of Operations:	As needed	7:00-5:00 M-F	M-F 7am-7pm; Sat 8am		
			24 Hour Phone #:	248-379-6565	248-344-0047	586-879-1234		
SITE VISIT DATE:				05/13/20	Did not visit site	5/19/2020		
DISPOSAL SITE:				Pine Tree Acres - Eagle Valley Landfill	Advanced Disposal Northville	Carlton Farms Landfill - 28800 Clark Road, New Boston, MI 48164		
APPROVED SITE			Y or N	Y	Y	Y		
EPA PERMIT #:				Not Specified	475946	MI0000181230		
REFERENCES:			Y or N	Y	Y	Y		
INSURANCE MET:			Y or N	Y	Y	Y		
ALL OR NONE AWARD:			Y or N	N	N	N		
PAYMENT TERMS:				30 Days Net	Net 30 Days	Net 30		
EXCEPTIONS:			Y or N	N	N	N		
ACKNOWLEDGEMENT:			Y or N	Y	Y	Y		
EQUIPMENT LIST:			Attached	Y or N	Y	Y	Y	Y
FORMS:			Y or N	Y	Y	Y		

Opening Date - 05/21/2020
Date Reviewed - 05/21/2020

CITY OF TROY
BID TABULATION
HAULING/DISPOSAL OF DIRT AND DEBRIS

ITB-COT 20-20
Page 2 of 2

VENDOR NAME:	Ahern Contracting, Inc.	S.A. Torello Inc.	Osburn Industries, Inc.
	Chesterfield, MI	Port Huron, MI	Taylor, MI

PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/ TON	EXTENSION PRICE	PRICE/ TON	EXTENSION PRICE	PRICE /TON	EXTENSION PRICE
1	3,000	Broken concrete with & without wire, possibly mixed w/fill dirt.	\$6.94	\$20,820.00	\$15.00	\$45,000.00	\$11.00	\$33,000.00
2	5,000	Broken asphalt possibly mixed with fill dirt.	\$8.98	\$44,900.00	\$14.00	\$70,000.00	\$13.00	\$65,000.00
3	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$24.00	\$168,000.00	\$14.00	\$98,000.00	\$25.00	\$175,000.00
4	1,500	Catch basin sludge and street sweepings.	\$54.00	\$81,000.00	No Bid		No Bid	
ESTIMATED TOTAL ALL ITEMS (1 - 4):			\$314,720.00		\$213,000.00		\$273,000.00	
DISPOSAL SCHEDULE MET:			Y or N		Y		Y	
CONTACT INFORMATION:			Hrs of Operations:		7:00 - 7:00		7am - 5pm	
			24 Hour Phone #:		810-343-0403		810-602-6475	
SITE VISIT DATE:					2017-2018		Did not visit site	
DISPOSAL SITE:					Pine Tree		Not Specified	
APPROVED SITE			Y or N		Y		Not Specified	
EPA PERMIT #:					4169		Not Specified	
REFERENCES:			Y or N		Y		Y	
INSURANCE MET:			Y or N		Y		Y	
ALL OR NONE AWARD:			Y or N		N		N	
PAYMENT TERMS:					Net 30		Net 30	
EXCEPTIONS:			Y or N		N		N	
ACKNOWLEDGEMENT:			Y or N		Y		Y	
EQUIPMENT LIST:			Attached		Y or N		Y	
FORMS:			Y or N		Y		Y	

ATTEST:

(*Bid Opening conducted via a Go-To Meeting)

Kaitlin Sackner

Beth Zaccardelli

MaryBeth Murz

Kristine Kallek

Jackie Ahlstrom

MaryBeth Murz,
Purchasing Manager



CITY OF TROY
ELECTRONIC BID PROPOSAL

ITB-COT 20-20
Page 1 of 8

The undersigned proposes to haul and dispose of dirt and debris from the City of Troy Department of Public Works Facility located at 4693 Rochester Road, Troy, Michigan in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: MALONEY TRUCKING

DESCRIPTION OF DEBRIS:

Line Item	EST QTY (Tons)	Description	Unit Price
1.	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$ 6.00 /ton
2.	5,000	Broken asphalt possibly mixed with fill dirt.	\$ 6.00 /ton
3.	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$ 13.00 /ton
4.	1,500	Catch basin sludge and street sweepings.	\$ 19.75 /ton

OTHER LAWS AND REGULATIONS TO BE OBSERVED:

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations. The Contractor shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor, it's employees or any subcontractors.

PERMITS AND TESTING:

The Contractor shall be responsible for all DEQ and Disposal Site permits and testing's required to dispose of sludge and street sweepings. The Contractor is also responsible for any fees, costing for testing of materials, getting manifest, etc. Pricing shall include all these costs.

SCHEDULING:

The contractor must be capable of providing service within forty eight (48) hours of receiving telephone notice for all items #1 - #4. Providing service includes scheduling the service AND completing the pick-up within forty eight (48) hours.

Loading hours are Monday through Friday, 7:30 A.M. to 3:00 P.M. with the exception of the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday-after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

SCHEDULING PENALTY:

The contractor must be capable of and adhere to the specified scheduling timeframes for loading and removal. If the Contractor does not respond by scheduling AND completing the requested pick-up within the 48 hour timeframe; there will be a 10% deduction penalty. The 10% deduction will automatically be deducted at time of payment.

☒
☐

Our company can meet the disposal schedule.

Our company cannot meet the disposal schedule but offers:

COMPANY NAME: MALONEY TRUCKING

SEASONAL WEIGHT RESTRICTIONS:

During seasonal weight restrictions, or Frost Law Events, the contractor will still be required to load and remove materials as requested by the City within the forty eight (48) hour timeframe. Contractors will be responsible for tracking these seasonal weight restrictions and hauling accordingly. The City of Troy assumes no responsibility for penalties incurred by the contractor if these restrictions are not followed.

CONTACT INFORMATION:

Hours of Operation: AS needed
24 Hour Phone Number: 248-379-6565
Tax ID: 383348871

EQUIPMENT LIST:

- A) Bidder shall attach a list describing the equipment to be utilized (capacity, number of units available, etc.) Please mark the list "Attachment A" if not using the "Attachment A" sheet attached (Bid Proposal, Page 8).
- B) Contractors dump boxes must be able to withstand loading and hauling of heavy and abrasive materials such as broken concrete.

IMPORTANT:

Due to the City's limited storage capacity, it is imperative that the contractor is capable of providing scheduling the pick-up AND completing the pick-up **within forty-eight (48) hours** of receiving telephone notice to **haul and dispose of all items #1 - #4**. Note, a typical service request will consist of approximately 100 tons of material.

HAULING CAPABILITIES:

The contractor must be able to haul a **minimum of forty (40) yards of debris per load** and haul at least **ten (10) loads per day**. The City reserves the right to suspend this requirement if awarded on a split basis.

BILLING:

Billing shall be on a monthly basis; invoices will refer back to each weight receipt provided by the Contractor. At the time of billing the hauler will provide all Type II landfill receipts as part of the billing package, where applicable.

QUANTITIES:

While the estimated quantity is a reasonable estimate of the City's projected disposal amount for one (1) year, it is subject to variation and is given solely for the purpose of comparing bids.

LOADING:

- A) The City of Troy's D.P.W. staff shall not be held responsible for any damage to dump boxes as a result of normal loading activities. However, damage caused by City workers due to negligence will be the responsibility of the City.
- B) While the City's staff will load the contractor's trailers, the hauler is solely responsible for compliance with weight laws, tarping loads, and tracking of material.
- C) After loading, the trailers shall be weighed at the City's certified scale (located at the D.P.W. facility) or another location designated by the contractor and approved by the City, and then provides the DPW Facility with a receipt indicating the weight of that load, and the type of debris being hauled.

HAULING CHARGES:

Charges shall include disposal costs, fees, cost for testing of material(s) including all DEQ and Disposable Site Permits and testing required to dispose of sludge and street sweepings. Charges must be bid as price/ton.

ESTIMATED QUANTITY:

Quantities stated are estimated and are NOT guaranteed. The estimated quantities will be used for award purposes only. The City of Troy will not be penalized if more or less hauling is needed.

COMPANY NAME: MALONEY TRUCKING

SITE VISIT:

It is highly recommended that all bidders visit the site and inspect the materials to be disposed of. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his / her bid proposal. Appointments should be made with **Mike Sackner**, Division Supervisor at (248) 885-1849.

☒
☐

Our company made a site inspection on: 5-13-2020.

Our company did not visit the site.

ADDITIONAL INFORMATION:

For additional general information or questions about this bid proposal, please contact please contact Kaitlin Sackner at (248) 524-3376 between the hours of 8:00 AM and 4:30 PM, Monday through Friday or Email: K.Sackner@troymt.gov.

CURRENCY:

All figures are to be in U. S. Funds.

DOWN PAYMENTS AND PREPAYMENTS:

Any bid received which requires a down payment or prepayment for services to be performed prior to work completion, as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors including but not limited to cost, professional competence, compliance with required laws and regulations, references, the equipment to be used to meet the specified hauling capabilities, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award the bid to the lowest responsible bidder(s) for each item or to combine items if deemed to be in the City of Troy's best interest; 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.

CONTRACT FORMS:

Bidders shall complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2018. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

IMPORTANT:

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

NOTE:

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

COMPANY NAME: MALONEY TRUCKING

DISPOSAL OF STREET SWEEPINGS AND CATCH BASIN MATERIAL:

Street Sweepings and Catch Basin Material received from the Department of Public Works are to be disposed of in accordance with current FEDERAL GUIDELINES. Bidders specifically are responsible for any fees, cost for testing of materials, getting manifest, etc. including DEQ and Disposal Site Permits and testing's required to dispose of sludge and street sweepings. Bid prices must include these costs.

The Street Sweepings and Catch Basin Material will be sent to:

Location Pine Tree Acres - Eagle Valley Landfill

CHECK ONE:



Is an approved site for Street Sweepings and Catch Basin Material.

The site's EPA Permit Number is: _____



Is not an approved disposal site for Street Sweepings and Catch Basin Material.

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.

COMPANY: City of Berkley
ADDRESS: 3338 Cambridge Hwy
PHONE: 248-658-3476 CONTACT Shawn
EMAIL: _____

COMPANY: City of Huntington Woods
ADDRESS: 12745 Elm Rd
PHONE: 248-547-1888 CONTACT MARTY
EMAIL: _____

COMPANY: City of Clawson
ADDRESS: 635 W. Elmwood
PHONE: 248-288-3222 CONTACT Matt
EMAIL: _____



Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

PURCHASE ORDER:

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

SUBCONTRACTORS:

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

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, 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.

COMPANY NAME: MALONEY TRUCKING

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.

DEFAULTED VENDORS:

If a vendor has defaulted on a past City of Troy contract, that vendor is precluded from bidding on this contract.

LOCAL PREFERENCE:

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

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

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

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

COMPANY NAME: MALONEY TRUCKING

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

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

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: MALONEY TRUCKING

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2021. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

NOTE:

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

COMPANY MALONEY TRUCKING
ADDRESS 1071 Birchwood CITY TROY STATE MI ZIP 48083
TELEPHONE NO. (248) 379-6565 FAX NO. (248) 817-5373
REPRESENTATIVE'S NAME RUSSELL MALONEY
(Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____
TERMS 30 DAYS net WARRANTY _____
E-MAIL _____ DELIVERY TIME: _____

EXCEPTIONS:

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

ACKNOWLEDGEMENT:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

2004 Kenworth

2008 Kenworth

2003 Hewlorth

EAST GRAVEL TRAINS

MAC GRAVEL TRAINS "Steel"

FIVE-QUE GRAVEL TRAINS

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard sheet of stationery. There is no handwriting or other markings on the page.



Legal Status of Bidder:

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

A **corporation** duly organized and doing business under the laws of the State of MICHIGAN
for whom MALONEY TRUCKING, bearing the office title of OWNER,
whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

Russell Maloney





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

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

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

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

☒ *I am able to certify to the above statements.*

MALONEY TRUCKING
Name of Agency/Company/Firm (Please Print)

Russell MALONEY
Name and title of authorized representative (Please Print)

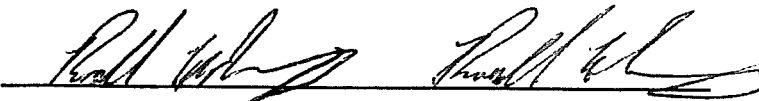
[Signature]
Signature of authorized representative

5-18-2020
Date

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

Vendor	
Legal Name	MALONEY TRUCKING INC
Street Address	1871 Birchwood
City	Troy
State, Zip	MI, 48083
Corporate I.D. Number/State	
Taxpayer I.D. #	383348871

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: Russell Maloney

Witness Signature: Monica Urbanick

Printed Name of Witness: Monica Urbanick

G:\ BidLanguage_IranLinkedBusiness



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Russell Maloney, being duly sworn deposed, says that he/she
(Print Full Name)

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

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

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15th day of May, 2020 in and for _____
Wayne County.

My commission expires:

CYNTHIA F. OLIVER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 26, 2024
Acting in the County of Oakland



CITY COUNCIL AGENDA ITEM

Date: May 27, 2020

To: Mark F. Miller, City Manager

From: Bob Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Kurt Bovensiepe, Public Works Manager
Scott Carruthers, Streets & Drains Operations Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Hauling and Disposal of Dirt and Debris

History

- The work includes the hauling and disposal of broken concrete and asphalt, fill dirt excavated from water and sewer repairs, and catch basin sludge and street sweepings.
- The current contract expired April 30, 2020.

Purchasing

On May 21, 2020 a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements of Hauling Disposal of Dirt and Debris. Companies were notified via the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. Two Hundred and Ninety Five (295) vendors were notified via the MITN website. Six (6) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	295
Troy Companies notified via MITN	6
Troy Companies notified Active email Notification	6
Troy Companies - Active Free	0
Companies that viewed the bid	30
Troy Companies that viewed the bid	2

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

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

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

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

Based upon the bid responses and as per the attached bid tabulation; it is in the City's best interest to award the bid; to the low bidder, *Maloney Trucking of Troy, MI*. The award is contingent upon contractor's submission of proper insurance certificates, and all other specified requirements.

Financial

Funds are budgeted and available in the General Fund under the Public Works Department operating budgets for the Streets and Water Divisions for the 2020/2021 fiscal years.



CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding contracts for one-year requirements of Hauling and Disposal of Dirt and Debris, with an option to renew for one (1) additional year to the low bidder meeting specifications, *Maloney Trucking of Troy, MI* for items #1, #2, #3, and #4 for an estimated total cost of \$168,625.00 at the unit prices contained in the bid tabulation; contracts to expire April 30, 2022.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2019

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 Daly Merritt Insurance 3099 Biddle Avenue Wyandotte MI 48192		CONTACT NAME: Ms Jimmie Lou Williamson PHONE (A/C, No, Ext): (734) 283-1400 FAX (A/C, No): (734) 283-1197 E-MAIL ADDRESS: jimmielou.williamson@dalymeritt.com	
INSURED Maloney Trucking Inc 1871 Birchwood Drive Troy MI 48083		INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Millers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14508	

COVERAGES

CERTIFICATE NUMBER: CL1973017514

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			C0523309	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			V0507758	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			L0105720	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	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 N	N/A	W0515682	07/31/2019	07/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased or Rented Equipment			C0523309	07/31/2019	07/31/2020	Total Combined Max: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured's File Copy

CERTIFICATE HOLDER

CANCELLATION

Maloney Trucking, Inc.
1871 Birchwood Drive

Troy

MI 48083-2212

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

Jimmie Lou Williamson

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PAK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SUMMARY OF COVERAGES

Description	Limit of Insurance	Page
Additional Insured - Broad Form Vendors	Included	4
Additional Insured - Lessor of Leased Equipment	Included	4
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - State or Political Subdivisions - Permits	Included	4
Additional Insured - Volunteers	Included	5
Additional Insureds by Written Contract	Included	3
Broad Form Named Insured	Included	3
Broad Form Property Damage	\$25,000 Per Occurrence	2
Broad Knowledge / Notice of Occurrence	Included	6
Damage To Premises Rented to You	\$300,000 Any One Premises	2
Incidental Medical Malpractice Liability	Included	6
Liberalization	Included	7
Medical and Dental Payments	\$10,000 Medical Expense Limit	2
Mental Anguish	Included	6
Mobile Equipment	Included	6
Newly Acquired Organizations	Included	3
Non-Owned Watercraft	51 feet	1
Personal Injury and Advertising Injury Redefined	Included	7
Property Damage Liability - Borrowed Equipment	\$25,000 Occurrence / \$50,000 Aggregate	3
Property Damage Liability - Elevator and Sidetrack Agreement	Included	2
Supplementary Payments Increased Limits		
Bail Bonds	\$2,500	2
Loss of Earnings per Day	\$1,000	2
Waiver of Transfer of Rights Of Recovery Against Others to Us	Included	6

The terms and conditions of this policy are amended as indicated below:

I. Non-Owned Watercraft**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2)** is revised as follows:

This exclusion does not apply to:

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

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

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III - LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

VIII. Broad Form Named Insured

The following is added under **SECTION II - WHO IS AN INSURED**:

- 1.e. An organization other than a partnership, joint venture or limited liability company, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply are an insured.

IX. Newly Acquired Organizations

Under **SECTION II - WHO IS AN INSURED, 4**, is deleted and replaced with the following:

1. If you are an organization other than a partnership, joint venture, or limited liability company, any organization you newly acquire or form over which you maintain ownership or majority interest, exercise control and actively manage and to which no other similar insurance is available is a named insured. However:
 - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

X. Additional Insureds By Written Contract

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:
 1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".
- B. The insurance provided to the additional insured applies as follows:
 1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (a) Premises you own, rent, lease, or occupy or
 - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
 2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.
- C. **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, under 4. other insurance, is amended as follows:

The following is added to this provision:

 1. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance is primary.
- D. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) 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;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (7) 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
 - (8) "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:
 - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
 - (b) 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.
- b. 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. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- d. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

XV. Additional Insured - Volunteers

- A. Under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) who are "volunteer worker(s)" for you only while performing duties related to the conduct of your business.

However, no "volunteer worker(s)" are insureds for:

- (1) "Bodily injury," "property damage," "personal and advertising injury" arising out of rendering or the failure to render professional services by a "volunteer worker".
 - (2) "Bodily injury", "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to other "volunteer worker(s)" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (2)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a) or (b) above.
 - (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), any member (if you are a limited liability company).
- B. Exclusion 2. a. of Coverage C (Section I) is replaced by the following:
 - 2. a. To any insured, except "volunteer workers".

The following is added under **SECTION V - DEFINITIONS, 12. "Mobile Equipment"**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXI. Personal and Advertising Injury

SECTION V - DEFINITIONS, "Personal and advertising injury" **d. & e** are deleted and replaced by the following:

- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

XXII. Liberalization

With respect to coverage provided by this endorsement, if we adopt any revisions that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply to this policy. It will apply when the change becomes effective in your state.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.