

CITY COUNCIL MINUTES-Draft

August 24, 2020

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Installation and Replacement of the Holiday Lights – Lights of Hope**

Resolution #2020-08-119-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposals A, B, C, D and E for Holiday Lights as specified to the low bidder meeting specifications, *First Facility Services*, of *Royal Oak, MI*, for an estimated cost for installation and removal of \$26,300 and an estimated cost of \$35,000 for replacement materials at unit prices contained in the bid tabulation, opened August 6, 2020; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

PO 2021-273

# PURCHASE ORDER

No. 2021-00000273

DATE: 09/01/2020

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Building Operations  
4693 ROCHESTER ROAD  
TROY, MI 48085

Bill To

CITY OF TROY  
Building Operations  
4693 ROCHESTER ROAD  
TROY, MI 48085

**COUNCIL RESOLUTION**  
2020-08-119-J-4a

VENDOR NO. 175492

Vendor

FIRST FACILITY SERVICES INC  
29488 WOODWARD AVE STE #172  
ROYAL OAK, MI 48073

| QUANTITY | UNIT     | DESCRIPTION  | UNIT COST   | TOTAL COST  |
|----------|----------|--|-------------|-------------|
| 1        | Each     | Installation and Removal of Holiday Lights on Spruce Trees   | 26,300.0000 | \$26,300.00 |
|          |          | Installation and Removal of Holiday Lights on additional trees on municipal property \$200 per tree as per all bid specifications of ITB-COT 21-01. Bid Deposit check shall be retained until successful completion of the contract. |             |             |
| 2,496    | Each     | Commercial-Grade LED Lights per Proposal C   | 11.9900     | \$29,927.04 |
| 140      | Each     | 6' Plug Adapter Cable Rectifier per Proposal D   | 8.8900      | \$1,244.60  |
| 14       | Each     | 24' Green Extension Cord per Proposal E  | 7.1600      | \$100.24    |
| 1        | Lump Sum | Additional Replacement Materials as needed   | 3,700.0000  | \$3,700.00  |

Entered By: MaryBeth Murz

\$61,271.88

**Special Instructions:**

CITY COUNCIL AWARD DATE: 8/24/2020. CERTIFICATE OF INSURANCE and ENDORSEMENT SHALL BE ON FILE FOR DURATION OF PROJECT AND INSTALL.

**TERMS & CONDITIONS**

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- 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.
- 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.
- Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

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

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

*MaryBeth Murz*

CITY OF TROY  
BID TABULATION  
HOLIDAY LIGHTS

|               |                              |                          |                     |                                    |
|---------------|------------------------------|--------------------------|---------------------|------------------------------------|
| VENDOR NAME:  | First Facility Services Inc. | Landscape Services, Inc. | Harlan Electric     | Eradico Services (Christmas Décor) |
| CITY:         | Royal Oak, MI                | Clinton Twp., MI         | Rochester Hills, MI | Wixom, MI                          |
| CHECK #:      | 9245744614                   | 1443626                  | 3033                | 1512043                            |
| CHECK AMOUNT: | \$5,000.00                   | \$5,000.00               | \$5,000.00          | \$5,000.00                         |

**PROPOSAL: FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY**

| DESCRIPTION  | UNIT PRICE                                       | TOTAL              | UNIT PRICE    | TOTAL              | UNIT PRICE    | TOTAL              | UNIT PRICE    | TOTAL               |
|--|--|--------------------|---------------|--------------------|---------------|--------------------|---------------|---------------------|
| <b>PROPOSAL A:</b>   |  |                    |               |                    |               |                    |               |                     |
| DESCRIPTION: Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median.        |  | \$26,300.00        |               | \$31,295.00        |               | \$47,588.18        |               | \$73,125.00         |
| <b>PROPOSAL B:</b>   |  |                    |               |                    |               |                    |               |                     |
| DESCRIPTION: Installation and Removal of Holiday Lights per tree on additional trees on municipal property.                | \$200.00 Each                                    |                    | \$150.00 Each |                    | \$223.72 Each |                    | \$325.00 Each |                     |
| <b>PROPOSAL C:</b>   |  |                    |               |                    |               |                    |               |                     |
| DESCRIPTION: Commercial-Grade, 5MM Wide Angle L.E.D.S 50 LED Warm White W/Green Cord, 6" Spacing, 25' approximately 2,500. | \$11.99 each sold in pks of 24 total order 2,496 | \$29,927.04        | \$16.20       | \$40,500.00        | \$13.99       | \$34,975.00        | \$12.52       | \$31,300.00         |
| <b>PROPOSAL D:</b>   |  |                    |               |                    |               |                    |               |                     |
| DESCRIPTION: 6' Plug Adapter Cable Rectifier W/Green Wire approximately 140.   | \$8.89   | \$1,244.60         | \$11.94       | \$1,671.60         | \$9.91        | \$1,387.40         | \$11.00       | \$1,540.00          |
| <i>Note: Bid document showed \$16,716.60 (incorrect calculation)</i>   |  |                    |               |                    |               |                    |               |                     |
| <b>PROPOSAL E:</b>   |  |                    |               |                    |               |                    |               |                     |
| DESCRIPTION: 24' green extension approximately 14.   | \$7.16   | \$100.24           | \$8.67        | \$121.38           | \$17.50       | \$245.00           | \$11.00       | \$154.00            |
| <b>TOTALS:</b>   |  | <b>\$57,571.88</b> |               | <b>\$73,587.98</b> |               | <b>\$84,195.58</b> |               | <b>\$106,119.00</b> |

|  |   |   |               |                                   |
|--|---|---|---------------|-----------------------------------|
| Hours of Operation:                    | Not Specified   | 8AM - 6PM   | 7AM - 4PM     | 8AM - 5PM M-F                     |
| 24 Hour Phone No.:                     | 312-857-3820  | 586-516-2230  | 248-853-4601  | 248-240-3328                      |
| Contact Person:                        | Amy Gregory   | Bret Steiner  | Chad Pioletti | Aaron Youna                       |
| Phone:                                 | 248-794-3579  | 586-216-2230  | 248-670-1964  | 248-477-4880                      |
| Site Inspection:                       | Y or N  | Y   | Y             | Y                                 |
| Meet Delivery/Installation Schedule:   | Y or N  | Y   | Y             | Y                                 |
| Days after notice work shall commence: | 10/26/20 & 11/02/20 and complete with 7 business days | 15  | 7 or less     | 10; Install between 10/12 & 10/31 |
| References:                            | Y or N  | Y   | Y             | Y                                 |
| Can Meet Insurance:                    | Y or N  | Y   | Y             | Y                                 |
| Payment Terms:                         | Y or N  | 2 Disbursements as outlined in documents                        | Net 30        | Net 30                            |
| Warranty:                              | Y or N  | 3 years on lights   | None          | Seasonal - 1 year                 |
| Exceptions:                            | Y or N  | Lights come in packs of 24 so 2,496 lights bid instead of 2,500 | N             | N                                 |
| Acknowledgement:                       | Y or N  | Y   | Y             | Y                                 |
| Forms:                                 | Y or N  | Y   | Y             | Y                                 |

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

Dennis Trantham  
\_\_\_\_\_  
Kristine Kallek  
\_\_\_\_\_  
Jackie Ahlstrom  
\_\_\_\_\_  
Beth Tashnick  
\_\_\_\_\_

\_\_\_\_\_  
MaryBeth Murz,  
Purchasing Manager



**CITY OF TROY  
 BID PROPOSAL**

ITB-COT 21-01

Page 1 of 7

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

COMPANY NAME: First Facility Services, Inc.

|                   | Description   | Unit Price                                      | Total       |
|-------------------|---|---|-------------|
| <b>Proposal A</b> |   |   |             |
|                   | Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median.        |   | \$26,300.00 |
| <b>Proposal B</b> |   |   |             |
|                   | Installation and Removal of Holiday Lights per tree on additional trees on municipal property.                | \$200.00 each                                   |             |
| <b>Proposal C</b> |   |   |             |
|                   | Commercial-Grade, 5MM Wide Angle L.E.D.S 50 LED Warm White W/Green Cord, 6" Spacing, 25' approximately 2,500. | \$11.99 each sold in pks of 24 total order 2496 | \$29,927.04 |
| <b>Proposal D</b> |   |   |             |
|                   | 6' Plug Adapter Cable Rectifier W/Green Wire approximately 140.   | \$8.89  | \$1242.92   |
| <b>Proposal E</b> |   |   |             |
|                   | 24' green extension approximately 14.   | \$7.16  | \$100.35    |

**LED Holiday Lights**

- COMMERCIAL-GRADE, 5MM WIDE ANGLE L.E.D.S
- 50 LED WARM WHITE W/GREEN CORD, 6" SPACING, 25' STRAND
- Weather-resistant, coupling construction
- Approved for outdoor use
- Ability to connect up to 40 sets together with one adapter
- Up to 4.8 watts per set

*Installation shall be completed no later than November 15, 2020. Removal shall begin no earlier than March 1, 2021 and be completed no later than April 1, 2021 unless additional time is granted in writing by the City.*

**NOTE: Quantities are subject to change based on need and available funds.** All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

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

**INFORMATION:**

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

**DESIGNATED CITY REPRESENTATIVE:**

Dennis Trantham, Facilities and Grounds Operations Manager at (248) 524-3503 ([Dennis.Trantham@troymi.gov](mailto:Dennis.Trantham@troymi.gov)) is the designated City Representative for this project.

**CONTACT INFORMATION:**

Hours of operation: \_\_\_\_\_ 24 Hour Phone No. 312-857-3820  
Contact Person: Amy Gregory Phone 248-794-3579

**SITE INSPECTION:**

All bidders are required to examine the Big Beaver Median site to determine the amount of work to be 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 **Mr. Dennis Trantham** at **(248) 524-3503** or **[Dennis.Trantham@troymi.gov](mailto:Dennis.Trantham@troymi.gov)** to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

- (  ) Our company visited the site on 08/04/2020 @ 10am.  
(  ) Our company did not visit the site.

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**APPROVED ALTERNATES:**

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

**MATERIAL AVAILABILITY:**

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

**INSTALLATION:**

Median Holiday Lights are not to be delivered to the site until installation is to commence.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, submission of the schedule of values, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City's best interest.

COMPANY NAME: First Facility Services, Inc.

**LOCAL PREFERENCE:**

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

**BID DEPOSIT AND FORFEITURE:**

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

**CONTRACT FORMS:**

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

**SUBCONTRACTORS:**

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

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

**PURCHASE ORDER:**

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

**COMPLETION DATE:**

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by November 15, 2020. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

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

Work shall commence 7 calendar days after notice to proceed.

\* Upon bid acceptance we purpose to start the install between 10/26/20 and 11/02/20- and complete the install within 7 business/working days

COMPANY NAME: First Facility Services, Inc.

**REFERENCES:**

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

COMPANY: City of Dearborn Economic & Community Development Dept ADDRESS:  
16901 Michigan Ave., Dearborn, MI 48126  
PHONE: 313-943-2172 CONTACT: Steve Horstman  
EMAIL: shorstman@ci.dearborn.mi.us

COMPANY: Vixxo ADDRESS:  
225 Asylum St, 9th Floor, Hartford, CT 06103  
PHONE: 860-305-5437 CONTACT: Nicholas Calandro  
EMAIL: nicholas.calandro@vixxo.com

COMPANY: Pac Sun & Eddie Bauer ADDRESS:  
3450 East Miraloma Ave, Anaheim, CA 92806  
PHONE: 714-414-4000 CONTACT: Ginger R  
EMAIL: gromero@pacsun.com

**IMPORTANT:**

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

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

COMPANY NAME: First Facility Services, Inc.

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

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

- We can meet the specified insurance requirements.  
 We cannot meet the specified insurance requirements.  
 We do not carry the specified limits but can obtain the additional insurance coverage of \$\_\_, at the cost of \$\_\_\_\_\_.

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

- Our proposal is reduced by \$\_\_\_\_\_ if we lower the requirement to \$\_\_\_\_\_.

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

COMPANY NAME: First Facility Services, Inc.



**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

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

**PROOF OF INSURANCE COVERAGE:**

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

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

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

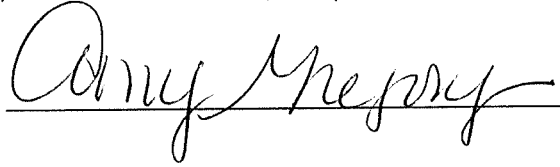
COMPANY NAME:

First Facility Services, Inc.

**PRICES:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



**NOTE:**

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

TAX ID: 84-3402559

COMPANY: First Facility Services, Inc.

ADDRESS: 29488 Woodward Ave., Suite #173 CITY: Royal Oak STATE: MI ZIP: 48073

PHONE: (313) 857-3820 FAX NUMBER: ( )

REPRESENTATIVE NAME: Amy Gregory

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

PAYMENT TERMS: 2 disbursements as outlined below WARRANTY: 3 years on lights

CHECK INCLUDED: YES E-MAIL: agregory@ffs247.com

COMPLETION: **IN ACCORDANCE WITH SPECIFICATIONS.**

**EXCEPTIONS:**

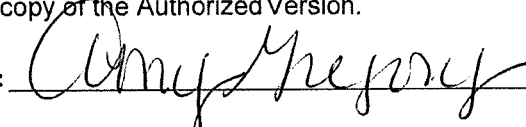
Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer.

we are only able to purchase the required lights in packs of 24 therefore instead of 2500 lights we have bid out 2496 lights.

**ACKNOWLEDGEMENT:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



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

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

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

\*\*\*\* would like payments to be disbursed upon each portion of the job being completed as follows: Initial install with requested materials \$47,000 within 30 days of completing light install and the remaining balance \$10,570.31 due within 30 days of removal.\*\*\*\*



**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 Amy Gregory, bearing the office title of General Manager, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

---

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

~~\_\_\_\_\_  
\_\_\_\_\_~~



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Amy Gregory, being duly sworn deposed, says that he  
(Print Full Name)

is General Manager. The party making the foregoing proposal or bid,  
(State Official Capacity in ERM)

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.

Amy Gregory  
SIGNATURE OF PERSON SUBMITTING BID

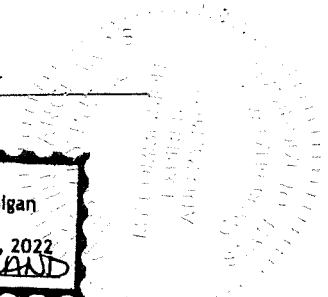
Kristin Langlands  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 4th  
day of AUGUST, 2020 in  
and for OAKLAND County.

My commission expires:

AUGUST 24, 22

KRISTIN LANGLANDS  
Notary Public - State of Michigan  
County of Macomb  
My Commission Expires Aug 24, 2022  
Acting in the County of OAKLAND





**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.**

**First Facility Services, Inc.**

Name of Agency/Company/Firm (Please Print)

**Amy Gregory**

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

8/4/2020

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

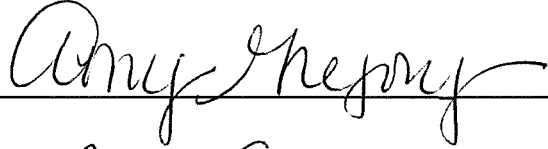


**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

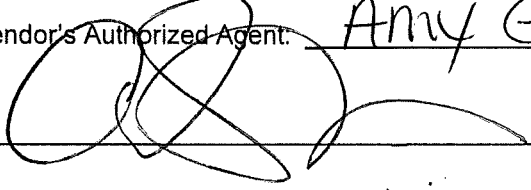
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

| Vendor                      |                                  |
|-----------------------------|----------------------------------|
| Legal Name                  | First Facility Services, Inc.    |
| Street Address              | 29488 Woodward Ave., Suite #172, |
| City                        | Royal Oak                        |
| State, Zip                  | MI, 48073                        |
| Corporate I.D. Number/State | 84-3402559 - MICHIGAN            |
| Taxpayer I.D. #             |                                  |

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: Amy Gregory

Witness Signature: 

Printed Name of Witness: Amanda Quisdalla



**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of First Facility Services, Inc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of \_\_\_\_\_ First Facility Services, Inc. and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

NONE

BIDDER:

Amy Gregory

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )

)ss.

COUNTY OF OAKLAND )

This instrument was acknowledged before me on the 4th day of AUGUST, 2020, by AMY GREGORY



KRISTIN LANGLANDS  
Notary Public - State of Michigan  
County of Macomb  
My Commission Expires Aug 24, 2022  
Acting in the County of OAKLAND



**Terms and Conditions (Remitter and Payee):**

- \* Please keep this copy for your record of the transaction
- \* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- \* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- \* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY  
CASHIER'S CHECK**

**Customer Copy**

9245744614

08/04/2020

Void after 7 years

**Remitter:** AMY GREGORY

**\*\*\* 5,000.00 \*\***

**Pay To The Order Of:** CITY OF TROY

Memo:-----

Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**

**NON NEGOTIABLE**

28211107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CASHIER'S CHECK**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



**Remitter:** AMY GREGORY

Date 08/04/2020

9245744614 25-3  
Void after 7 years 440

**Pay To The Order Of:** CITY OF TROY

**Pay:** FIVE THOUSAND DOLLARS AND 00 CENTS

**\*\*\* 5,000.00 \*\***

Drawer: **JPMORGAN CHASE BANK, N.A.**

Reginald Chambers, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.

Columbus, OH



Do not write outside this box

Memo: Bid check for First Facility Services Inc

Note: For information only. Comment has no effect on bank's payment.

⑈9245744614⑈ ⑆044000037⑆ 758661326⑈







500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: August 17, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Lisa Burnham, Controller  
Kurt Bovensiep, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager  
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Installation and Replacement of the Holiday Lights – Lights of Hope

## History

- For two years beginning in 2013, the Kiwanis Club organized the holiday lighting of 25-30 Spruce Trees in the median of Big Beaver in the Troy Downtown Development Authority boundary, which included spaced out locations between Coolidge and Rochester Road.
- In 2016, the City of Troy encouraged the holiday tree lighting and promoted the increase of trees to be decorated.
- The City of Troy decided to install lights on additional trees with lights provided by the Kiwanis and purchase lights and install them on additional trees.
- The goal was to light all Spruce Trees between Rochester Rd. and Coolidge Highway in the Big Beaver median.
- The City of Troy staff continues to receive several compliments on the city's efforts to provide a traditional decorated look for the holiday season along the corridor.
- It is anticipated that the lights will remain on beginning November 15th through the last day in February.
- The holiday lights have an average life span of 3-5 years in the harsh environment they are used.

## Purchasing

- On August 6, 2020 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements for the Installation of Holiday Lights.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info).
- Two Hundred and ninety six (296) vendors were notified via the MITN website. Four (4) bids were received. The summary of the vendor responses is detailed below.
- First Facility Services of Royal Oak, MI is the low bidder meeting specifications.

|  |     |
|--|-----|
| <b>Companies notified via MITN</b>         | 296 |
| Troy Companies notified via MITN           | 11  |
| Troy Companies - Active email Notification | 11  |
| Troy Companies - Active Free               | 0   |
| <b>Companies that viewed the bid</b>       | 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.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds are budgeted and available in the General Fund under the Parks Maintenance Street Island Maintenance (DDA) account numbers 101.751.30.783.7740.010 and 101.751.30.783.7802.070 for the 2021 fiscal year.

### **Recommendation**

City management recommends awarding a contract for Proposal A: Installation and Removal of Holiday Lights on 225 Spruce Trees located in the Big Beaver Median from Coolidge to Rochester Road, Proposal B: Installation and Removal of Holiday Lights on additional trees on municipal property Proposal C: Commercial-Grade LED light strands, Proposal D: Replacement 6' Cable Rectifiers, and Proposal E: Replacement 24' Green extension cords to the low bidder meeting specifications *First Facility Services of Royal Oak, MI* for an estimated installation cost of \$26,300 for Proposal A and an estimated cost of \$35,000 for Proposals B, C, D, and E, at unit prices contained in the bid tabulation opened August 6, 2020 not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.



**NOTEPAD:**

HOLDER CODE ITYTRO  
INSURED'S NAME First Facility Services Inc

KNOW-1  
P ID: BY

PAGE 2  
Date 08/20/2020

Notice of cancellation applies.

-----  
P. 1000000000  
08/20/2020  
-----  
08/20/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY PAK

This endorsement modified 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 /<br>\$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.

## II. Damage To Premises Rented To You

Under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- a. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- b. \$300,000

Under **Section III – LIMITS OF INSURANCE**, paragraph **6.** does not apply.

## III. Supplementary Payments

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A & B**, is revised as follows:

1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

## IV. Medical And Dental Payments

Under **SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
  - a. \$10,000; or
  - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
2. The provision, in **C. 1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

## V. Broad Form Property Damage

Under **SECTION I – COVERAGE A**, Exclusion **2.j.** is amended as follows:

1. Paragraph **(3)** does not apply.
2. Paragraphs **(4)** and **(6)** do not apply to customer's property at your described premises.

We do not cover any property:

1. Subject to motor vehicle registration; or
2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

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

## VI. Property Damage Liability – Elevators And Sidetrack Agreements

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Exclusions **j. (3), (4)** and **(6)** do not apply to the use of elevators.
2. Exclusion **k.** does not apply to:
  - a. The use of elevators; or
  - b. Liability assumed under a sidetrack agreement.

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

## VII. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion j. under **Coverage A.** (Section I):

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:



1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
  - (a) "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 the behalf of the additional insured(s) at the site 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 the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**XI. Additional Insured – State or Political Subdivisions – Permits**

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

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
  - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
  - b. This insurance does not apply to:
    - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**XII. Additional Insured – Managers Or Lessors of Premises**

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

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

**XIII. Additional Insured – Lessor of Leased Equipment**

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

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**XIV. Additional Insured – Broad Form Vendors**

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

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:

- 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".

- C. "Volunteer worker(s)" means a person(s) who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**XVI. Incidental Medical Malpractice Liability**

**SECTION II – WHO IS AN INSURED** is amended to add the following paragraph:

However, Part **2.a.(1)(d)** does not apply to employed nurses or other employees, excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

**XVII. Broad Knowledge/Notice Of Occurrence**

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

The requirement in condition **2.a.** that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition **2.b.** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

**XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products – completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

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"; or
3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
  - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
  - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".

**XIX. Mental Anguish**

The definition of "bodily injury" in **SECTION V – DEFINITIONS** is replaced by the following:

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

**XX. Mobile Equipment**

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.