

**CITY COUNCIL MINUTES**

**October 3, 2022**

**Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Police Officer Ballistic Vests**

Resolution #2022-10-142-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for three (3) year requirements to the low bidder meeting specifications, *Kiesler Police Supply, Inc., of Jeffersonville, IN*, to provide new Ballistic Vests for the Police Department, for an estimated total cost of \$90,594.00 at unit prices contained in the bid tabulation opened September 15, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring June 30, 2025.

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

# PURCHASE ORDER

No. 2023-00000552

DATE: 10/31/2022

PAGE: 1 of 1

FOB DESTINATION

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

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

**EXPIRATION DATE**

06/30/2023

**COUNCIL RESOLUTION**

2022-10-142-J-4b

**INSTRUCTIONS**

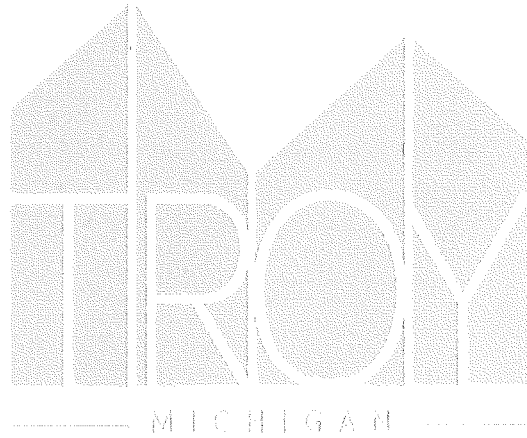
Return to Department

**VENDOR NO.** 164268

**Vendor**  
KIESLER'S POLICE SUPPLY  
2802 SABLE MILL ROAD  
JEFFERSONVILLE, IN 47130

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
45	Each	POLICE DEPT-Ballistic Vests (Year 1)	829.0000	\$37,305.00



Entered By: Emily Frontera

\$37,305.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 10/3/2022. Contract for Ballistic Vests - Year one (1) of Three (3) year contract, in accordance with the specifications of ITB-COT 22-32. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

**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.

*Emily Frontera*

VENDOR NAME:	Kiesler Police Supply Inc.	Jonah's Enterprises Inc.
CITY:	Jeffersonville, IN	Brooklyn, NY

**PROPOSAL: FURNISH NEW BALLISTIC VESTS FOR THE CITY OF TROY POLICE DEPARTMENT.**

Description	Estimated Qty	Year	Unit Cost	Total Cost	Unit Cost	Total Cost
Armor Express Generation II Razor Threat Level II (BRAVO Cut) RZRG2-A-II - Neutral Vest Panels	45	2022-2023	\$829.00	\$37,305.00	\$805.50	\$36,247.50
RZRG2-A-II-FEM - Female Vest Panels	46	2023-2024	\$864.00	\$39,744.00	\$895.00	\$41,170.00
ARA-SHOCK-ICW Trauma Plate (size 5x8 or 7x10) American Revolution Concealable Carrier (color NAVY)	15	2024-2025	\$903.00	\$13,545.00	\$984.50	\$14,767.50

NOTE: Include all delivery costs, handling and packaging charges in the unit cost (each) price

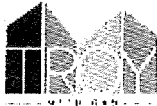
<b>Estimated Overall Total</b>	<b>\$90,594.00</b>	<b>\$92,185.00</b>
--------------------------------	--------------------	--------------------

SIZE AVAILABILITY:		Able to size Monday - Friday 8:00 - 5:00	SM-3X
WARRANTY:		Factory Warranty	Armor express warranty
AUTHORIZED DEALER:	Y/N	Y	Not Specified
DESCRIPTIVE LITERATURE ENCLOSED:	Y/N	Y	Y
CONTACT INFORMATION:	Contact Name	Brittany Girdler	Manny Stone
	Hrs. of Operation	8:00-5:00 Monday - Friday	8am-6pm
	24 Hr. Phone #	None	718-502-8837
REFERENCES:	Y/N	Y	Y
PAYMENT TERMS:		0 net 30	FOB
DELIVERY DATE:		90-150 days; Lead time may vary	30-60 days or as soon as the item is available
EXCEPTIONS:		Lead time may vary	None
ALL OR NONE AWARD:	Y/N	N	Y
ACKNOWLEDGEMENT:	Y/N	Y	Not Signed
FORMS:	Y/N	Y	Y

Attest:  
 (\*Bid Opening conducted via a Zoom Meeting)

Daniel J Bachleda  
 \_\_\_\_\_  
 Beth M Zaccardelli  
 \_\_\_\_\_

Emily Frontera  
 Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 22-32  
Page 1 of 4

The undersigned proposes to furnish **THREE (3) YEAR REQUIREMENTS OF NEW BALLISTIC VESTS FOR THE CITY OF TROY POLICE DEPARTMENT**, in accordance with the bid specifications attached hereto, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Kiesler Police Supply Inc.

**PROPOSAL: FURNISH NEW BALLISTIC VESTS FOR THE CITY OF TROY POLICE DEPARTMENT.**

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents.

New Ballistic Vest Replacement Program for Years 2022-2025 for the City of Troy Police Department in accordance with the attached bid specifications.

NO SUBSTITUTES OR ALTERNATES WILL BE ACCEPTED.

<b>Estimated Quantity</b>	<b>Description: Ballistic Vests</b>	<b>Unit Cost (Each)</b>	<b>Estimated Total Cost</b>
	Armor Express Generation II Razor Threat Level II (BRAVO Cut) RZRG2-A-II - Neutral Vest Panels RZRG2-A-II-FEM - Female Vest Panels ARA-SHOCK-ICW Trauma Plate (size 5x8 or 7x10) American Revolution Concealable Carrier (color NAVY)		
<b>45</b>	<b>Year 2022-2023</b>	<b>\$ 829.<sup>00</sup></b>	<b>\$ 37,305.<sup>00</sup></b>
<b>46</b>	<b>Year 2023-2024</b>	<b>\$ 864.<sup>00</sup></b>	<b>\$ 39,744.<sup>00</sup></b>
<b>15</b>	<b>Year 2024-2025</b>	<b>\$ 903.<sup>00</sup></b>	<b>\$ 13,545.<sup>00</sup></b>

**NOTE:** Include all delivery costs, handling and packaging charges in the unit cost (each) price.

**STATE SIZE AVAILABILITY:** Able to size Monday-Friday 8:00-5:00

**STATE WARRANTY:** Factory Warranty

**VEST FITTING:** All vest fittings shall be conducted in person on-site by a qualified Armor Express Representative.

**UNIT PRICES:**

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

**AUTHORIZED DEALER:**

- (  ) Our company is an authorized distributor of this equipment
- (  ) Our company is not an authorized distributor of this equipment.

**ESTIMATED QUANTITIES:**

Quantities stated are estimated and not guaranteed, but will be used for award purposes. The City of Troy will not be penalized for ordering more or less than the stated quantities. It is the intent to purchase the minimum quantities stated or more. Estimated quantities do not include potential new hires. The quantities listed are for three (3) year requirements.

**ADDITIONAL INFORMATION:**

For questions about the specifications, please contact Sergeant Daniel Galich at (248) 524-3467 between the hours of 8:00 AM and 4:00 PM, Monday through Friday.

**CONTRACT FORMS:**

Bidders should 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 include with your bid proposal.

**DELIVERY:**

All items will be FOB delivered inside, freight paid to the Troy Police Department Police Property Room, 500 W. Big Beaver Rd., Troy, MI 48084, Attn: Sergeant Daniel Galich – all items are to be packaged individually and identified with the Officer's name.

**DOWN-PAYMENTS OR PREPAYMENTS:**

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

**AWARD:**

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

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

**LOCAL PREFERENCE:**

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

**DOWN PAYMENTS AND PREPAYMENTS:**

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

**ALTERNATES:**

No substitutes or alternates will be accepted.

**DESCRIPTIVE LITERATURE:**

Please attach descriptive or pertinent literature specification or cut sheet(s) relevant to your company's bid proposal at the time of bid submission. It is attached and marked Kiesler for identification.

**PURCHASE ORDER:**

After approval of the successful bidder by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications. A contract document/ agreement will not be issued.

**CONTACT INFORMATION:**

Name(s): Brittany Girdler 24 Hr. Phone No. None

Hours of operation: 8:00 - 5:00 Monday - Friday

COMPANY NAME: Kiesler Police Supply Inc

**REFERENCES**

Please list at least three (3) Police departments with at least 75 uniformed employees that have had similar work completed by your company.

COMPANY: Dayton Police Department  
ADDRESS: 3237 Guthrie Rd., Dayton OH 45417  
CONTACT: Steve Bernstein PHONE: 437-353-1640  
EMAIL: charles.bernstein@daytonohio.gov

COMPANY: City of Myrtle Beach  
ADDRESS: PO Drawer 2468, Myrtle Beach, SC 29578  
CONTACT: Susan Haring PHONE: 843-918-1304  
EMAIL: sharing@cityofmyrtlebeach.com

COMPANY: Baraga Correctional Facility  
ADDRESS: 13924 Wadage Rd., Baraga, MI 49908  
CONTACT: Brandon Sweeny PHONE: 906-353-7070  
EMAIL: Sweeneyb1@michigan.gov

COMPANY NAME: Kiesler Police Supply Inc.

**SIGNATURE PAGE**

**PRICES:**

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period which shall commence on the date of award and expire June 30, 2025.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Brittany A. L. Girdler

**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#: 35-1361847

COMPANY NAME: Kiesler Police Supply Inc.

ADDRESS 2802 Sable Mill Rd. CITY Jeffersonville STATE IN ZIP 47130

PHONE NUMBER 812-288-5740 FAX NUMBER 812-284-8008

REPRESENTATIVE'S NAME Brittany A. L. Girdler

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Brittany A. L. Girdler <sup>(Print)</sup>

PAYMENT TERMS: 0 net 30 WARRANTY: factory

E-MAIL: bgirdler@kiesler.com DELIVERY DATE: 90-150 days, Lead time may vary

**EXCEPTIONS:**

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

Lead time may vary

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

**ACKNOWLEDGEMENT:**

I, Brittany A. L. Girdler, 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.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Brittany A. L. Girdler

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 at no cost to the City.

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.

U.S. CURRENCY: All figures quoted are to be in U.S. Funds.



## Sales Quote

KIESLER POLICE SUPPLY  
 2802 SABLE MILL RD  
 JEFFERSONVILLE, IN 47130

**Bill-to Customer**

TROY, CITY OF  
 POLICE DEPARTMENT  
 500 WEST BIG BEAVER RD  
 TROY, MI 48084

**Ship-to Address**

Your Reference

Bill-to Customer No. L01048  
 Tax Registration No.

Salesperson  
 Email  
 Home Page  
 Phone No.

BRITTANY GIRDLER

No. Q734103  
 Document Date August 11, 2022  
 Due Date September 10, 2022

Payment Terms  
 Payment Method  
 Tax Identification Type Legal Entity  
 Shipment Method

ITB-COT-22-32 BALLISTIC VESTS REBID  
 LEAD TIME 90-150 DAYS, LEAD TIME MAY VARY.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	ITB-COT-22-32 BALLISTIC VESTS REBID LEAD TIME 90-150 DAYS, LEAD TIME MAY VARY.	1	EACH	0.00	0
KIESLER NOTE	1ST YEAR PRICING PACKAGE PRICE = \$829.00 EACH	1	EACH	0.00	0
ARMORZRM20RG2B RV	ARMOR EXPRESS RAZOR 2 MALE G2 BRAVO KHOMK	45	EACH	668.000	30,060
ARMOPLTARAICW58 FF	ARMOR EXPRESS PLATE FINISHED FOAM ENCAP ICW 5X8 KTML	45	EACH	65.00	2,925
ARMOREVMNAVBRV	ARMOR EXPRESS REVOLUTION CARRIER CONCEALABLE MALE NAVY, BRAVO CUT OLHO	45	EACH	96.00	4,320
KIESLER NOTE	2ND YEAR PRICING PACKAGE PRICE = \$864.00 EACH	1	EACH	0.00	0
ARMORZRM20RG2B RV	ARMOR EXPRESS RAZOR 2 MALE G2 BRAVO	46	EACH	695.00	31,970
ARMOPLTARAICW58 FF	ARMOR EXPRESS PLATE FINISHED FOAM ENCAP ICW 5X8	46	EACH	69.00	3,174
ARMOREVMNAVBRV	ARMOR EXPRESS REVOLUTION CARRIER CONCEALABLE MALE NAVY, BRAVO CUT	46	EACH	100.00	4,600
KIESLER NOTE	3RD YEAR PRICING PACKAGE PRICE = \$509.00 EACH	1	EACH	0.00	0





No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Excl. Tax
ARMORZRM20RG2B RV	ARMOR EXPRESS RAZOR 2 MALE G2 BRAVO	15	EACH	725.00	10,875
ARMOPLTAAICW58 FE	ARMOR EXPRESS PLATE FINISHED FOAM ENCAP ICW 5X8	15	EACH	73.00	1,095
ARMORDVMNAVBRV	ARMOR EXPRESS REVOLUTION CARRIER CONCEALABLE MALE NAVY, BRAVO CUT	15	EACH	105.00	1,575
FORMAT BRITTANY	QUOTED BY BRITTANY GIRDIER KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS BGIRDIER@KIESLER.COM	1	EACH	0.00	0
Amount Subject to Sales Tax				0.00	
Amount Exempt from Sales Tax				90,594.00	
				<b>Subtotal</b>	<b>90,594.00</b>
				<b>Total Tax</b>	<b>0.00</b>
				<b>Total \$ Incl. Tax</b>	<b>90,594.00</b>
				<b>Tax Amount</b>	<b>0.00</b>

**KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220**

**RETURNED GOODS POLICY**

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee.

**DEFECTIVE MERCHANDISE POLICY**

We do not warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

**DAMAGED GOODS POLICY**

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



**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 Indiana  
for whom Brittany Girdler, bearing the office title of Bid Specialist,  
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:

Brittany A.L. Girdler, being duly sworn deposed, says that he/she  
(Print Full Name)

is Bid Specialist. 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.

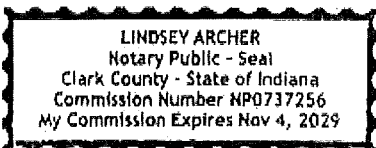
Brittany A.L. Girdler  
SIGNATURE OF PERSON SUBMITTING BID

Lindsey Archer  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15 day of September, 2022

in and for Clark County.

My commission expires:  
11/4/2029





**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.*

Kiesler Police Supply Inc  
Name of Agency/Company/Firm (Please Print)

Brittany A. L. Girdler Bid Specialist  
Name and title of authorized representative (Please Print)

Brittany A. L. Girdler      9/15/22  
Signature of authorized representative      Date

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



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

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

Vendor	
Legal Name	Kiesler Police Supply Inc.
Street Address	2802 Sable Mill Road
City	Jeffersonville
State, Zip	IN, 47130
Corporate I.D. Number/State	
Taxpayer I.D. #	35-1361847

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: Brittany A. L. Girroller

Printed Name of Vendor's Authorized Agent: Brittany A. L. Girroller

Witness Signature: Lindsey Archer

Printed Name of Witness: Lindsey Archer

G:\BidLanguage\_IranLinkedBusiness



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

The undersigned, the owner or authorized officer of Kiesler Police Supply (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 \_\_\_\_\_ Kiesler Police Supply Inc and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**  
Kiesler Police Supply

By: Brittany A. L. Girdler

Its: Bid Specialist

STATE OF MICHIGAN Indiana )  
 )ss.  
COUNTY OF Clark )

This instrument was acknowledged before me on the 15 day of September, 2022, by  
Lindsey Archer 11/4/22

LINDSEY ARCHER  
Notary Public - Seal  
Clark County - State of Indiana  
Commission Number NP073773  
My Commission Expires Nov 4, 2023

Lindsey Archer



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Dee Ann Irby, Controller  
Frank Nastasi, Police Chief  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Low Bidder meeting Specifications – Police Officer Ballistic Vests

### History

- The Police Department provides ballistic vests to all sworn personnel as well as other staff engaged in responding to calls for service.
- The current ballistic vests are no longer under the manufacturer’s warranty, and are at the end of their life cycle; necessitating the replacement of vests currently being used by the Police Department.

### Purchasing

- On August 11, 2022 a bid opening was conducted as required by the City Charter/Code for three (3) year requirements of new Ballistic Vests for the City of Troy Police Department.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). Ninety-nine (99) vendors were notified via the MITN website. Two (2) bids were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	99
Troy Companies notified via MITN	4
Troy Companies - Active email Notification	4
Troy Companies - Active Free	0
Companies that viewed the bid	12
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.

After reviewing the bid proposal, CMP Distributors, Inc. of Lansing, MI was the lowest bidder meeting specifications to provide three (3) year requirements of new Ballistic Vests and is being recommended for the purchase of forty-five (45) Ballistic Vests in the current 2022-2023 fiscal year, forty-six (46) Ballistic Vests in the 2023-2024 fiscal year, and fifteen (15) Ballistic Vest in the 2024-2025 fiscal year.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing (continued)

The funds for these purchases are available in the Police Department operating budgets for the fiscal years as detailed below. The below details reflect the unit prices for the ballistic vests. Quantities by year are estimated and do not include potential new hires. The quantities listed are for three (3) year requirements.

<b>Fiscal Year</b>	<b>Vest Qty.</b>	<b>Unit Cost</b>	<b>Total Cost</b>
2022-2023	45	\$925.00	\$41,625.00
2023-2024	46	\$962.00	\$44,252.00
2024-2025	15	\$999.00	\$14,985.00
<b>TOTAL</b>			<b>\$100,862.00</b>

### Financial

Funds are available in the Police Department Operating Budgets in the fiscal years as detailed above and will be charge to account number 101.301.11.324.7740.010. Also note, the vest purchases are reimbursable under the Department of Justice Bulletproof Vest Partnership Grant. This grant will reimburse the City 50% of the purchase price.

### Recommendation

City management recommends awarding a contract for three (3) year requirements to provide sworn Police Officer Ballistic Vests for the Police Department to the lowest bidder meeting specifications, *CMP Distributors, Inc. of Lansing, MI* for an estimated total cost of \$100,862.00 as detailed above, all at unit prices contained in the bid tabulation dated August 11, 2022.



Opening Date - 08/11/2022  
 Date Reviewed - 08/11/2022

CITY OF TROY  
 BID TABULATION  
 BALLISTIC VESTS

ITB-COT 22-27  
 Page 1 of 1

VENDOR NAME:	CMP Distributors, Inc.	Kiesler Police Supply Inc.
CITY:	Lansing, MI	Jeffersonville, IN

**PROPOSAL: FURNISH NEW BALLISTIC VESTS FOR THE CITY OF TROY POLICE DEPARTMENT.**

Description	Estimated Qty	Year	Unit Cost	Total Cost	Unit Cost	Total Cost
Armor Express Generation II Razor Threat Level II (BRAVO Cut) RZRG2-A-II - Neutral Vest Panels	45	2022-2023	\$925.00	\$41,625.00	\$1,051.44	\$47,314.80
RZRG2-A-II-FEM - Female Vest Panels	46	2023-2024	\$962.00	\$44,252.00	\$1,097.04	\$50,463.84
ARA-SHOCK-ICW Trauma Plate (size 5x8 or 7x10)						
American Revolution Concealable Carrier (color NAVY)	15	2024-2025	\$999.00	\$14,985.00	\$1,142.65	\$17,139.75
Traverse MOLLE Carrier (color NAVY)						

NOTE: Include all delivery costs, handling and packaging charges in the unit cost (each) price

<b>Estimated Overall Total</b>	<b>\$100,862.00</b>	<b>\$114,918.39</b>
--------------------------------	---------------------	---------------------

SIZE AVAILABILITY:

CMP Distributors or Armor Express representative will schedule date to measure officers	Able to size Monday - Friday 8-5
---	----------------------------------

WARRANTY:

Mfers Warranty - Ballastic Panels 5 yrs, Carriers 18 mo, Within 30 days of receiving vest to resolve issues w/o charge	Factory Warranty
--	------------------

AUTHORIZED DEALER:

Y/N

Y	Y
---	---

DESCRIPTIVE LITERATURE ENCLOSED:

Y/N

N	Y
---	---

CONTACT INFORMATION:

Contact Name  
 Hrs. of Operation  
 24 Hr. Phone #

Catherine Parks	Brittany Girdler
M - F 8AM - 4:30PM	M - F 8AM - 5PM
517-974-4276	None

REFERENCES:

Y/N

Y	Y
---	---

PAYMENT TERMS:

Net 30 Days	0 Net 30
-------------	----------

DELIVERY DATE:

45-60 days ARO	90-150 days; lead time may vary
----------------	---------------------------------

EXCEPTIONS:

Y/N

N	N
---	---

ALL OR NONE AWARD:

Y/N

N	N
---	---

ACKNOWLEDGEMENT:

Y/N

Y	Y
---	---

FORMS:

Y/N

Y	Y
---	---

Attest:

(\*Bid Opening conducted via a Zoom Meeting)

Dan Bachleda

Beth Zaccardelli

Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2022

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc 1601 Alliant Ave Louisville KY 40299		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 502-415-7000      FAX (A/C, No): 502-415-7001 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE <b>INSURER A:</b> Liberty Mutual Holding Company, Inc.      NAIC #	
<b>INSURED</b> Kiesler Police Supply, Inc. 2802 Sable Mill Rd Jeffersonville, IN 47130		<b>INSURER B:</b> Berkshire Hathaway Specialty Insurance Company      22276	
		<b>INSURER C:</b> American Security Insurance Company      42978	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
<b>INSURER F:</b>			

**COVERAGES**                                      **CERTIFICATE NUMBER:** 2119014813                                      **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	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSURED	WAIVED					
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		47-CHP-000356-01	8/1/2022	8/1/2023	EACH OCCURRENCE    \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ 100,000 MED EXP (Any one person)    \$ 10,000 PERSONAL & ADV INJURY    \$ 1,000,000 GENERAL AGGREGATE    \$ 2,000,000 PRODUCTS - COMP/OP AGG    \$ 2,000,000 \$	
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y		TRA4037244	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident)    \$ 1,000,000 BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			47-CHU-000044-01	8/1/2022	8/1/2023	EACH OCCURRENCE    \$ 10,000,000 AGGREGATE    \$ 10,000,000 \$	
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/A	XWS61048486	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT    \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE    \$ 1,000,000 E.L. DISEASE - POLICY LIMIT    \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Ballistic Vest Contract  
 City of Troy shall be named as additional insured with regard to general liability on a primary and noncontributory basis as required by written contract and The City of Troy shall be named as additional insureds to auto liability as required by written contract. (CG 20 15 12 19 CL-UN-259-A-07/2020 (attached is form) Primary And Noncontributory) / (CA 7078 1013 Business Auto Expanded Endt -AI by Contract or Agreement included). 30 days cancellation.

**CERTIFICATE HOLDER**                                      **CANCELLATION**

City of Troy Purchasing Department 500 West Big Beaver Road Troy MI 48084	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
---	--

**ENDORSEMENT**

This endorsement, effective 12:01 AM: [DATE]  
Forms a part of Policy No.: [POLICY NUMBER]  
Issued to: [ISSUED TO]  
By: [BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY]

**ADDITIONAL INSURED IF REQUIRED BY WRITTEN  
CONTRACT – ISO TERMS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE POLICY  
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

**Schedule**

[CG 20 10 10 01]	[CG 20 37 10 01]
[CG 20 10 07 04]	[CG 20 37 07 04]
[CG 20 10 04 13]	[CG 20 37 04 13]
[CG 20 10 12 19]	[CG 20 37 12 19]

**I. The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:**

**e. Additional Insured Pursuant to Written Contract with ISO Terms:**

Any person or organization, but only to the extent that you are required to include them as an additional insured under this policy because of a written contract that:

- (1)** Is in effect during this policy period;
- (2)** Was executed prior to the “occurrence” with respect to any “bodily injury” or “property damage”;
- (3)** Is an “insured contract”; and
- (4)** Such written contract requires that the coverage provided to such person or organization must be endorsed under the terms of a specifically designated ISO Additional Insured endorsement.

Such person or organization will qualify as an additional insured under this policy, but only in accordance with, pursuant to, and for coverage no broader than the terms of the specifically designated ISO Additional Insured endorsement as identified in the written contract and as listed in the **Schedule** above.

You or the person or organization requesting such coverage must provide written proof of the contractual terms specifying the use of the ISO Additional Insured endorsement and any additional information as required by such ISO Additional Insured endorsement(s).

If the written contract does not specify that an ISO Additional Insured endorsement must be provided or the specified ISO Additional Insured endorsement is not included in the **Schedule** above, then this paragraph **I.**

shall not apply, and coverage for a qualified additional insured shall be pursuant to and in accordance with the provisions of paragraph II. immediately below.

II. Where paragraph I. above does not apply, then the following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

e. Any person or organization, but only to the extent that you are required to include them as an additional insured under this policy because of a written contract that:

- (1) Is in effect during this policy period;
- (2) Was executed prior to the “occurrence” with respect to any “bodily injury” or “property damage”; and
- (3) Is an “insured contract”.

Such person or organization will qualify as an additional insured under this policy, but only in accordance with, pursuant to, and for coverage no broader than the current applicable edition of ISO Additional Insured endorsement CG 20 10; CG 20 37; or both.

You or the person or organization requesting such coverage must provide written proof of the contractual terms and any additional information as required by such ISO Additional Insured endorsement(s).

III. Where either paragraph I. or II. applies, then any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether primary, excess, contingent, or on any other basis, unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

IV. Where either paragraph I. or II. applies and in accordance with the terms and conditions of the policy, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of this policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BUSINESS AUTO EXPANDED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. **Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. **Supplementary Payments**
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. **Fellow Employee Exclusion Amendment**
- D. **Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- E. **Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. **Airbag Coverage - Accidental Discharge**
- G. **Glass Repair - Waiver of Deductible**
- H. **Knowledge and Notice of an Accident, Claim or Suit**
- I. **Unintentional Failure To Disclose Hazards**
- J. **Worldwide Coverage**
- K. **Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

**A. WHO IS AN INSURED BROADENED**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "Insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

**B. SUPPLEMENTAL PAYMENTS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE**, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

**C. FELLOW EMPLOYEE EXCLUSION AMENDMENT**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE**, item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**D. COVERAGE EXTENSIONS**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

**a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

**c. Personal Effects**

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

**E. ADDITIONAL COVERAGES**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, A. Coverage, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.
- 6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

**F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. Mechanical breakdown does not apply to the accidental discharge of an airbag.

**G. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, item D.** Deductible the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

**H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

**SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions** is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

**I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

**J. WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

**K. DEFINITIONS**

Under **SECTION V - DEFINITIONS, Item C.** is replaced by the following:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AUTO LOAN/LEASE GAP COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

### SCHEDULE

Vehicle No.	Description Of Loan/Lease "Autos" Which Are Covered "Autos"	Other Than Collision Additional Premium	Collision Additional Premium
		\$	\$
		\$	\$
		\$	\$

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

**Physical Damage Coverage** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Auto Loan/Lease GAP Coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the policy's Physical Damage Coverage; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.