

b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – DPW Sectional Garage Door and Opener Replacement**

Resolution #2019-09-104-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the overhead door replacement at the Department of Public Works, Fleet Operations Garage and the Streets and Drains Equipment Garage to the lowest bidder meeting specifications, *KVM Door Systems of Clinton Township, MI* at prices contained in the bid tabulation opened August 15, 2019 for a total cost of \$40,239.00; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

Reg. 2020-1...153

PURCHASE ORDER

No. 2020-00000378
DATE: 09/16/2019
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
2019-09-104-J-4b

VENDOR NO. 144278

Vendor

KVM DOOR SYSTEMS INC
24387 SORRENTINO COURT
CLINTON TOWNSHIP, MI 48035

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
6	Each	DPW - Streets Department Overhead Doors (6) - Proposal A PROPOSAL A: DPW Main Building- West Elevation- 6 Streets Department Overhead Doors. Remove and dispose of the existing overhead door operators. Remove and dispose of six (6) obsolete overhead door systems. Furnish and Install six (6) new Clopay Manufactured Commercial 3200 series overhead door systems with "full view" windows. Furnish and install six (6) new commercial grade LiftMaster T51L5 operators.	4,299.0000	\$25,794.00
3	Each	DPW - Fleet Overhead Doors (3) - Proposals B and C PROPOSAL B and C: DPW Main Building- East Elevation- 3 Fleet Department Overhead Doors. Remove and dispose of existing overhead door systems. Remove and dispose of existing door operators. Furnish and install a new Clopay Manufactured commercial 3200 series overhead door system with a total of eight (8) lights. Two (2) rows of four (4) lights. Furnish and install a new commercial- grade LiftMaster T51L5 operators.	4,815.0000	\$14,445.00
1	Each	Additional Information Your bid deposit check #4472500516 in the amount of \$1000.00 shall be retained as performance surety until successful delivery, installation and acceptance of all contract requirements.	0.0000	\$0.00
Entered By: Kristine Kallek				\$40,239.00

Special Instructions:

CITY COUNCIL AWARD DATE: 9/9/2019. Certificate of Insurance and Endorsement shall be on file for duration of install. Deliver and Install as per all Bid Specifications in accordance with ITB-COT 19-38.

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.

Opening Date: 08/15/2019
Date Reviewed: 08/15/2019

CITY OF TROY
BID TABULATION
OVERHEAD DOORS

ITB-COT 19-38
Page 1 of 1

VENDOR NAME:	KVM Door Systems, Inc.	Allied Building Service Company	Secure Door, LLC
CITY:	Clinton Twp., MI	Detroit, MI	Mt. Clemens, MI
CHECK #:	4472500516	001319559	502394707
CHECK AMOUNT:	\$1,000.00	\$1,000.00	\$1,000.00

PROPOSAL: to purchase and install Overhead Door Systems for the City of Troy Department of Public Works.

DESCRIPTION:	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
PROPOSAL A: DPW Main Building- West Elevation- 6 Streets Department Overhead Doors. Remove and dispose of the existing overhead door operators. Remove and dispose of six (6) obsolete overhead door systems. Furnish and Install six (6) new Clopay Manufactured Commercial 3200 series overhead door systems with "full view" windows. Furnish and install six (6) new commercial grade LiftMaster T51L5 operators	\$4,299.00	\$25,794.00	\$5,024.94	\$30,149.64	\$5,682.00	\$34,092.00
PROPOSAL B: DPW Main Building- East Elevation- 1 Fleet Department Overhead Door. Remove and dispose of existing overhead door system. Remove and dispose of existing door operator. Furnish and install a new Clopay Manufactured commercial 3200 series overhead door system with a total of eight (8) lights. Two (2) rows of four (4) lights. Furnish and install a new commercial- grade LiftMaster T51L5 operator.	\$4,815.00	\$4,815.00	\$5,876.55	\$5,876.55	\$5,707.00	\$5,707.00
PROPOSAL C: DPW Main Building- North Elevation Overhead Door. 1 Fleet Department Overhead Door. Remove and dispose of existing overhead door system. Remove and dispose of existing door operator. Furnish and install a new Clopay Manufactured commercial 3200 series overhead door system with eight (8) lights. Two (2) rows of four (4) lights. Furnish and install a new commercial- grade LiftMaster T51L5 operator.	\$4,815.00	\$4,815.00	\$5,876.55	\$5,876.55	\$5,707.00	\$5,707.00
PROPOSAL D: DPW Parks Garage- South Elevation- two (2) Grounds Department Overhead Doors. Remove and dispose of the existing overhead door operators. Remove and dispose of two (2) obsolete overhead door systems. Furnish and Install two (2) new Clopay Manufactured Commercial 3200 series overhead door systems with one (1) row of six (6) lights in each door. Furnish and install two (2) new commercial grade LiftMaster T51L5 operators.	\$8,087.00	\$16,174.00	\$9,409.67	\$18,819.34	\$7,862.00	\$15,724.00
Total Cost:	\$51,598.00		\$60,722.08		\$61,230.00	
Deduction if all ordered at the same time:	(\$1,750.00)					
Grand Total:	\$49,848.00		\$60,722.08		\$61,230.00	

Hours of Operation:	6 AM - 5 PM	Not specified	7 AM - 5 PM (M-F)
Contact Phone #:	586-790-4540	248-773-6851	586-792-2402
Site Inspection:	Y or N	Yes - 01/15/19	Yes - 08/08/19
Meet Delivery Schedule:	Y or N	Y	Y
Complies with using no Subcontractors:	Y or N	Y	Not specified
References:	Y or N	Y	Y
Can Meet Insurance:	Y or N	Y	Y
Payment Terms:	Net.30	Net 30	Net 30
Warranty:	2 year parts; 1 year labor	Honor Manufacture's Warranty and 30 day labor warranty after completion	1 year from date of installation plus mfg warranty
Exceptions:	Y or N	\$1,750 discount if all doors ordered at same time	N
Acknowledgement:	Y or N	Y	Y
Forms:	Y or N	Y	Non-Collusion incomplete

ATTEST:
Dennis Trantham
Susan Riesterer
Kristine Kallek
Jackie Ahlstrom

MaryBeth Murz,
Purchasing Manager



ORIGINAL

**City of Troy
Bid Proposal**

ITB-COT 19-38
Page 1 of 6

The undersigned proposes to purchase and install **Overhead Door Systems for the City of Troy Department of Public Works**, in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME:

KVM Door Systems Inc.

Description	Unit Price	Extension
PROPOSAL A: DPW Main Building- West Elevation- 6 Streets Department Overhead Doors. Remove and dispose of the existing overhead door operators. Remove and dispose of six (6) obsolete overhead door systems. Furnish and Install six (6) new Clopay Manufactured Commercial 3200 series overhead door systems with "full view" windows. Furnish and install six (6) new commercial grade LiftMaster T51L5 operators	4,299	25,794
PROPOSAL B: DPW Main Building- East Elevation- 1 Fleet Department Overhead Door. Remove and dispose of existing overhead door system. Remove and dispose of existing door operator. Furnish and install a new Clopay Manufactured commercial 3200 series overhead door system with a total of eight (8) lights. Two (2) rows of four (4) lights. Furnish and install a new commercial- grade LiftMaster T51L5 operator.	4,815	4,815
PROPOSAL C: DPW Main Building- North Elevation Overhead Door. 1 Fleet Department Overhead Door. Remove and dispose of existing overhead door system. Remove and dispose of existing door operator. Furnish and install a new Clopay Manufactured commercial 3200 series overhead door system with eight (8) lights. Two (2) rows of four (4) lights. Furnish and install a new commercial- grade LiftMaster T51L5 operator.	4,815	4,815
PROPOSAL D: DPW Parks Garage- South Elevation- two (2) Grounds Department Overhead Doors. Remove and dispose of the existing overhead door operators. Remove and dispose of two (2) obsolete overhead door systems. Furnish and Install two (2) new Clopay Manufactured Commercial 3200 series overhead door systems with one (1) row of six (6) lights in each door. Furnish and install two (2) new commercial grade LiftMaster T51L5 operators.	8,087	16,174
<u>Fifty One Thousand Five Hundred Ninety Eight</u> Total Cost:	<u>51,598</u>	

* **BID AS SPECIFIED. NO ALTERNATES SHALL BE ACCEPTED.**

Deduct 2,750 if all ordered at same time.

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

NOTE: Pricing shall include all delivery costs, handling, and installation.

Proposals A, B, and C shall be completed no later than December 13, 2019

At the City's discretion Proposals D will be awarded at a later date if and when budget becomes available.

UNIT PRICES:

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

DESCRIPTIVE LITERATURE:

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

ADDITIONAL INFORMATION:

For questions about the specifications, please contact **Mr. Dennis Trantham**, Facilities & Grounds Operations Manager at (248) 524-3503, between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

DELIVERY:

All items are to be F.O.B. delivered, freight paid with inside delivery, to the Troy Department of Public Works, 4693 Rochester Road, Troy, MI 48085, ATTN: Dennis Trantham.

SITE INSPECTION:

Any prospective bidders may schedule an on-site appointment in order to inspect the existing equipment to be removed before bids are submitted. Please contact Dennis Trantham, Facilities & Grounds Operations Manager at (248) 524-3503, between the hours of 8:00 am and 4:30 pm, Monday through Friday to make an appointment.

- ☒ Our Company visited the site on: 01-15-2019
() Our company did not visit the site.

DELIVERY SCHEDULE:

It is preferred all doors and equipment be delivered and installed at the Troy Department of Public Works by **December 13, 2019**. It will be the successful bidder's responsibility to work with the department representative to establish an acceptable delivery and installation schedule. Installation shall be within two (2) business days after receipt of the equipment at the City's location. The equipment should not be delivered to the City's site unless the equipment is to be installed and made ready for use within the above parameters. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

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

DOWN-PAYMENTS OR PREPAYMENTS:

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

AWARD:

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

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

COMPANY NAME: KVM Door Systems 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 non-local bidder, then the local vendor is given one chance to match the low bid.

PURCHASE ORDER:

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

CONTRACT FORMS:

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

CONTACT INFORMATION:

Hours of Operation: 6am - 5pm Contact Phone #: 586.790.4540

WARRANTY:

State Warranty: 2 year parts 1 year Labor

SUBCONTRACTORS:

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

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

REFERENCES:

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

COMPANY	ADDRESS	CONTACT PERSON	EMAIL	PHONE	YEAR PURCHASED
State of MI	3044 West River	Tom Huybechts	Huybechts@mi.chicago.gov	313.456.2011	2017
Kroger of MI	408986 River	Tabitha Little	Tabitha.Little@kroger.com	248.957.2278	2016, 2017
City of Troy	500 B Benu	Laura Campbell	l.campbell@troymichigan.gov	248.524.3360	2017, 2018

COMPANY NAME: KVM Door Systems Inc

INSURANCE:

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

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

- ☒ We can meet the specified insurance requirements.
() We cannot meet the specified insurance requirements.

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

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

- () Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

COMPANY NAME:

KVM Door Systems Inc



Bid Proposal
Overhead Doors
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SIGNATURE PAGE

PRICES:

Prices shall remain firm for 120 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through delivery, installation, and final acceptance as operational in accordance with the bid specifications.

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#:

38-3272000

COMPANY NAME:

KVM Door Systems Inc

ADDRESS

24387 Sorrentino CITY Clinton Twp STATE MI ZIP 48035

PHONE NUMBER

586-790-4540

FAX NUMBER

586-790-4542

REPRESENTATIVE'S NAME

Michael D Keighley

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

PAYMENT TERMS:

Net 30

WARRANTY:

2 Years

E-MAIL:

mkeighley@kvm-door.com

COMPLETION DATE:

AS SPECIFIED

EXCEPTIONS:

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

NONE

☐

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

ACKNOWLEDGEMENT:

I, Michael Keighley, 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. **U.S. FUNDS:** All prices quoted are to be in U.S. Currency.



BID SPECIFICATIONS PHYSICAL OVERHEAD DOORS

GENERAL:

1. The Troy Department, located at 4693 Rochester Road, Troy MI 48085, is seeking to purchase and have installed Overhead Door Systems for the Department of Public Works.
2. The Overhead Doors bid must meet all requirements as specified.
3. (No substitutions shall be allowed).
4. All equipment shall be F.O.B. delivered freight paid delivered to the above location.
5. Obsolete doors shall be moved to the onsite Department of Public Works Metal recycle area by awarded bidder.
6. Any and all debris shall be removed and disposed of in City provided dumpster.
7. Dennis Trantham, Facilities & Grounds Operations Manager is the contact for this project.

PROPOSAL A: DPW Main Building- West Elevation- 6 Street Department Overhead Doors. Remove and dispose of the existing overhead door operators. Remove and dispose of six (6) obsolete overhead door systems. Furnish and Install six (6) new Clopay Manufactured Commercial 3200 series overhead door systems with "full view" windows. New door systems shall be installed complete with all new 2" thick sandwich insulated sections, hardware, 2" full angle tracks upgraded 50,000 cycle springs, solid shafts and complete perimeter door seals. The doors shall be installed with "full view" windows and shall be installed with factory exterior brown finish. Furnish and install six (6) new commercial grade LiftMaster T51L5 operators. The operators shall be installed complete with thru-beam upgraded NEMA-4 electric safety eyes. All new wiring shall be enclosed with new conduit.

PROPOSAL B: DPW Main Building- East Elevation- 1 Fleet Department Overhead Door. Remove and dispose of existing overhead door system. Remove and dispose of existing door operator. Furnish and install a new Clopay Manufactured commercial 3200 series overhead door system with eight (8) lights. Two (2) rows of four (4) lights (24"x8" each). New door systems shall be installed complete with all new 2" thick sandwich insulated sections, hardware, 2" full angle tracks, upgraded 50,000 cycle springs, solid shafts and complete perimeter door seals. The door shall be installed with eight (8) lights. Two (2) rows of four (4) lights (24"x8" each) and shall be installed with factory exterior brown finish. Furnish and install a new commercial- grade LiftMaster T51L5 operator. The operators shall be installed complete with thru-beam upgraded NEMA-4 electric safety eyes. All new wiring shall be enclosed with new conduit.

PROPOSAL C: DPW Main Building- North Elevation Overhead Door. 1 Fleet Department Overhead Door. Remove and dispose of existing overhead door system. Remove and dispose of existing door operator. Furnish and install a new Clopay Manufactured commercial 3200 series overhead door system with eight (8) lights. Two (2) rows of four (4) lights (24"x8" each). New door systems shall be installed complete with all new 2" thick sandwich insulated sections, hardware, 2" full angle tracks upgraded 50,000 cycle springs, solid shafts and complete perimeter door seals. The doors shall be installed with eight (8) lights. Two (2) rows of four (4) lights (24"x8" each) and shall be installed with factory exterior brown finish. Furnish and install a new commercial- grade LiftMaster T51L5 operator. The operators shall be installed complete with thru-beam upgraded NEMA-4 electric safety eyes. All new wiring shall be enclosed with new conduit.



BID SPECIFICATIONS PHYSICAL OVERHEAD DOORS

PROPOSAL D: DPW Parks Garage- South Elevation- two (2) Grounds Department Overhead Doors. Remove and dispose of the existing overhead door operators. Remove and dispose of two (2) obsolete overhead door systems. Furnish and Install two (2) new Clopay Manufactured Commercial 3200 series overhead door systems with one (1) row of six (6) lights (24"x12" each) in each door. Furnish and install two (2) new commercial grade LiftMaster T51L5 operators. New door systems shall be installed complete with all new 2" thick sandwich insulated sections, hardware, 2" full angle tracks, upgraded 50,000 cycle springs, solid shafts and complete perimeter door seals. The door shall be installed with six (6) windows (24"x12" each) in each door and shall be installed with factory exterior white finish.



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Michael D Keighley, being duly sworn deposed, says that he/she
(Print Full Name)

is VP. 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.

MOK
SIGNATURE OF PERSON SUBMITTING BID

Dennis M. Mouto
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 14 day of August, 2018 in and for _____
Macomb County.

My commission expires:

February 15, 2021



Legal Status of Bidder:

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

KVM Door Systems Inc

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Michael Keighley, bearing the office title of VP, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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**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	KVM Door Systems Inc
Street Address	24387 Sorrentino Court
City	Climax Twp. MI 48035
State, Zip	MI 48035
Corporate I.D. Number/State	Michigan
Taxpayer I.D. #	38-3272000

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: _____

Witness Signature: _____

Printed Name of Witness: _____



**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.**

KUM Door Systems Inc
Name of Agency/Company/Firm (Please Print)

Michael D Keighley VP
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

Date 8/14/2019

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



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

The undersigned, the owner or authorized officer of KVM Door Systems 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

NONE and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

KVM Door Systems

By: MWDK

Its: VP.

STATE OF MICHIGAN)

)ss.

COUNTY OF Macomb)

This instrument was acknowledged before me on the 14 day of August, 2019, by

Daniel M. Mondo



STATEMENT OF NO BID CITY OF
TROY

BID NUMBER: ITB-COT 19-38
TITLE: OVERHEAD DOORS

Please Send or Fax To:
City of Troy Purchasing Department 500
W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	Reason
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate -- please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond -- please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other -- describe below

REMARKS: _____

COMPANY INFORMATION:

COMPANY NAME: _____
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
TITLE: _____
COMPANY: _____ ADDRESS: _____
FAX NUMBER: _____ TELEPHONE
NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - - www.mitn.info.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 4, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
MaryBeth Murz, Purchasing Manager
Lisa Burnham, Accounting Manager
Kurt Bovensiepe, Public Works Director
Brian Varney, Fleet Operations Manager
Scott Carruthers, Streets and Drains Operations Manager
Dennis Trantham, Facilities and Grounds Operations Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications –
DPW Sectional Garage Door and Opener Replacement

History

- The existing sectional doors and openers in the Streets and Drains and Fleet Operations Garage at the Department of Public Works have reached the end of their useful life requiring frequent service calls and repairs.
- In an effort to conserve energy, the replacement sectional doors will be insulated.
- Openers and springs are commercial grade and extended life.
- Doors and openers were identified in the Facilities Condition Assessment Report.

Purchasing

- On August 15, 2019 a bid opening was conducted as required by the City Charter/Code for the purchase and installation of Overhead Doors for the City of Troy Public Works Department.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. 244 vendors were notified via the MITN website. Three (3) bids were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	244
Troy Companies notified via MITN	9
Troy Companies - Active email Notification	9
Troy Companies - Active Free	0
Companies that viewed the bid	13
Troy Companies that viewed the bid	1

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

Purchasing (continued)

- *KVM Door Systems Inc. of Clinton Township, MI* is the low bidder meeting *all* bid specifications for the purchase and installation of Overhead Doors for the City of Troy Public Works Department.
- Proposals A, B, and C shall be completed no later than December 13, 2019 in the amount of \$40,239.00.
- Pricing includes a 2-year warranty for parts and 1-year warranty for labor.
- Proposal D will be awarded at a later date if and when budget becomes available.
- *KVM Door Systems Inc. of Clinton Township, MI* has successfully installed doors for the City of Troy and meets all requirements.

Financial

Funds are available in the operating budget of the Public Works Streets Division in the amount of \$25,794.00 for Proposal A.

Funds are available in the Motor Pool Capital Account 661.549.565.7975.900, Project Number 2020C0076 in the amount of \$14,445.00 for Proposals B and C.

Recommendation

City Management recommends awarding a contract for the replacement of overhead garage doors and openers for the Department of Public Works, Fleet Operations Garage and the Streets and Drains Equipment Garage; as per bid specifications to the low bidder meeting specifications, *KVM Door Systems Inc. of Clinton Township, MI* for a total cost of \$40,239.00 at unit prices contained in the bid tabulation opened on August 15, 2019.

**STANDARD PURCHASING RESOLUTION 2: Award to Low Bidder meeting
Specifications – DPW Sectional Garage Door and Opener Replacement**

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the overhead door replacement at the Department of Public Works, Fleet Operations Garage and the Streets and Drains Equipment Garage to the lowest bidder meeting specifications, *KVM Door Systems of Clinton Township, MI* at prices contained in the bid tabulation opened August 15, 2019 for a total cost of \$40,239.00; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2019

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

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

PRODUCER P L Marti Insurance Agency 22440 Hall Road Clinton Township MI 48036	CONTACT NAME: Laura Pallisco PHONE (A/C No. Ext): (586) 569-0440 FAX (A/C No): (586) 569-0384 E-MAIL: Laura.Pallisco@MorrisInsuranceGroup.com ADDRESS: Laura.Pallisco@MorrisInsuranceGroup.com
INSURED KVM DOOR SYSTEMS, INC. 24387 SORRENTINO CT CLINTON TOWNSHIP MI 48035-3239	INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual 13986 INSURER B: Accident Fund National 12305 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1911416829

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CPP6312573	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 CYBER \$ 50,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA 6312573	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CPP6312573	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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 <input checked="" type="checkbox"/> N/A	WCV6159062	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE 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
A	CONTRACTOR EQUIPMENT-OWNED CONTRACTOR EQUIPMENT-LEASED		CPP6312573	2/1/2019	2/1/2020	ALL RISK \$75,189 Leased/rented from others \$50,000

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

City of Troy is named as ADDITIONAL INSURED as required by written contract. The following forms apply:

GL: 07441/Additional Insured, CG2001/Primary & Non-Contributory, 95187/Waiver of Rights to Recovery

AUTO: 07768/Waiver of Rights to Recovery

WC: WC00/Waiver of Rights to Recovery

CERTIFICATE HOLDER

CANCELLATION

Jackie.ahlstrom@troymi.gov

City of Troy
500 West Big Beaver
Troy, MI 48084

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

AUTHORIZED REPRESENTATIVE

Bruce Morris/LLP

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Commercial Liability Plus

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS PROTECTOR LIABILITY COVERAGE

A. COVERAGE ENHANCEMENTS

- | | |
|---|---|
| 1. Additional Insured Broad Form Vendors | 9. Mobile Equipment |
| 2. Amendment of General Aggregate | 10. Non-Owned Watercraft |
| 3. Borrowed Equipment | 11. Product Recall |
| 4. Duties in the Event of Occurrence, Claim or Suit | 12. Supplementary Payments |
| 5. Fire, Lightning, or Explosion Damage | 13. Transfer of Rights of Recovery Against Others To Us |
| 6. Health Care Services | 14. Voluntary Property Damage |
| 7. Liberalization Clause | 15. Volunteers As Additional Insureds |
| 8. Medical Payments | 16. Water Damage Legal Liability |

B. This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Part or Business Protector Liability Coverage, whichever applies, except as described below:

1. Additional Insured Broad Form Vendors

Under **Section II -- Who Is An Insured**, the following is added:

a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, 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 the vendor's business, subject to the following additional exclusions:

b. 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, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, 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 sale of the product;

(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 in any thing or substance by or for the vendor.

- c. 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.
2. **Amendment -- Aggregate Limits of Insurance**
 - a. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your:
 - (1) Projects away from premises owned by or rented to you; and
 - (2) "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
3. **Borrowed Equipment**
 - a. Exclusion j. of COVERAGE A (Section I) is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.
 - b. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.
 4. **Duties in the Event of Occurrence, Claim or Suit**
 - a. The requirement in condition 2.a. that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is 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.
 - b. 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; or
 - (3) An executive officer or insurance manager, if you are a corporation.
 5. **Fire, Lightning or Explosion Damage**
 - a. The word "fire" is amended to "fire, lightning or explosion" where it appears in:
 - (1) The Limits of Insurance section of the Declarations; and
 - (2) Paragraph b. of the OTHER INSURANCE condition.
 - b. Paragraph 6. of LIMITS OF INSURANCE is amended to read:
 6. Subject to 5. above, the Fire, Lightning or Explosion Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
 - c. The last paragraph of COVERAGE A (Section I) (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).
 - d. The Fire Damage Limit in Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by a new Fire, Lightning or Explosion Limit, which will be subject to all of the terms of LIMITS OF INSURANCE (Section III). The new Fire, Lightning or Explosion Limit is the higher of:
 - (1) \$500,000; or

- (2) The amount shown in the Declarations for Fire Damage Limit.

This provision 5. does not apply if Fire Damage Legal Liability of COVERAGE A (Section I) is excluded either by the provisions of the Commercial General Liability Coverage Part or Business Protector Liability Coverage or by endorsement.

6. Health Care Services

- a. The definition of "bodily injury" in the DEFINITIONS section is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.
- c. Paragraph (1) of exclusion e. of COVERAGE A (Section I) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.
- d. This provision 6. does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

7. Liberalization Clause

The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

If we adopt any revision that would broaden the coverage under this policy without additional premium charge, the broader coverage will apply to this policy when the change becomes effective in your state.

8. Medical Payments

- a. In Paragraph a.(2) of the insuring agreement of COVERAGE C (Section I), "one year" is changed to "three years."

- b. Paragraph 2.a., Exclusions, of COVERAGE C (Section I) is replaced by the following:

We will not pay expenses for "bodily injury":

- a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation.
- c. The Medical Expense Limit in Paragraph 7. of LIMITS OF INSURANCE (Section III) is replaced by a new Medical Expense Limit, which will be subject to all the terms of LIMITS OF INSURANCE (Section III). The new Medical Expense Limit is an additional \$5,000 in excess of Medical Expense Limit provided by the Coverage Part.
- d. This provision 8. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Commercial General Liability Coverage Part or Business Protector Liability Coverage or by endorsement.
- e. This provision 8. applies in excess of any other valid and collectible insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

9. Mobile Equipment

Under the DEFINITIONS section, Paragraph f.(1)(a)(b)(c) of **Mobile Equipment** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

10. Non-Owned Watercraft

- a. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft under 51 feet long that is neither:
 - (1) Owned by you; nor
 - (2) Being used to carry persons for a charge.
- b. This provision 10. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.

- c. This provision 10. 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 10. does not provide any insurance.

11. Product Recall

a. Coverage

- (1) We will pay for "product recall expense" which you incur as a result of an "incident".
- (2) The amount that we will pay for "product recall expense" is limited as described under Limit of Insurance below.

b. Exclusions

This insurance does not apply to "product recall expense" incurred as a result of:

- (1) A retail or service operation.
- (2) Any condition likely to cause a loss known by you, or which should have been known by you, to exist prior to the effective date of this coverage.
- (3) Any product or batch of products known to be defective.
- (4) Any product distributed after the determination that a recall was necessary for that product.
- (5) The failure of any product to accomplish its intended purpose.
- (6) Any breach of warranty.
- (7) The recall of any product solely because the product exceeded its shelf life or became obsolete.
- (8) "Tampering" by, or with the prior knowledge of, you or any of your owners, partners, directors or officers.
- (9) Any product with no known or suspected defect that is recalled because of a known or suspected defect in another product.

- (10) Any redistribution or replacement of a recalled product by a like or substitute product.

(11) An "incident":

- (a) Arising out of an organization you newly acquire or form; and
- (b) That occurred before you acquired or formed the organization.

c. Deductible

We will not pay for "product recall expense" in any one "incident" until the amount of "product recall expense" exceeds the deductible amount of \$500. We will then pay the amount of "product recall expense" in excess of the deductible up to the Limit of Insurance.

d. Participation Percentage

You agree to participate in the payment of "product recall expense" which exceeds the deductible amount by a Participation Percentage of 20 percent.

e. Limit of Insurance

The most we will pay under this Additional Coverage after the application of the Participation Percentage and regardless of the number of "incidents" is \$50,000.

f. Conditions

(1) Duties in the Event of an "Incident"

When an "incident" has occurred or you become aware of circumstances that may result in an "incident" you must:

- (a) Notify us promptly in writing;
- (b) Cease the shipping, distribution or release of any of "your product" that may be defective until it has been determined that such products are free from any defect that may cause a loss under this coverage;
- (c) Cooperate with us in the investigation and settlement of the claim;

(d) As often as may be reasonably required, permit us to inspect any of "your product" claimed to be defective and take samples for testing and analysis;

(e) Permit us to view your books and records for the purpose of determining the extent of the loss.

(2) Abandonment

There can be no abandonment of property to us.

g. Definitions

(1) "Incident" means a determination during the policy period by you or by a governmental authority that the use or consumption of "your product" could result in "bodily injury" or "property damage" which necessitates the recovery of possession or control of "your product" from any distributor, purchaser or user, or the destruction of such products.

For the purposes of this definition a determination has occurred when a governmental authority has requested you to conduct a recall or you have publicly announced your intention to conduct a recall.

(2) "Product recall expense" means the reasonable and necessary costs incurred by you for the recall of "your product" consisting of any of the following:

(a) Postage, printing, telephone communication charges, or the cost of radio, television or newspaper advertisements to announce the recall or to give instructions to consumers or distributors regarding the necessary return or destruction of any recalled product;

(b) The cost of shipping "your product" from any purchaser, distributor or user to the place or places designated by you including reasonable charges made by the purchaser, distributor or user for their actual expenses associated with preparing the shipment;

(c) Wages paid to your temporary employees;

(d) Wages paid to your regular employees, other than your salaried employees, for overtime work;

(e) Travel expenses incurred by you or your employees;

(f) Rental and utility expenses incurred by you for temporary storage facilities;

(g) The actual cost of disposal of "your product", but only to the extent that specific methods of destruction or disposal other than those usually employed for trash disposal are required to avoid "bodily injury" to any person or "property damage" to the property of others;

(h) Reasonable charges made to you by the purchaser, distributor, or user of "your product" for their actual expenses of preparing "your product";

but only when such costs or expenses are incurred exclusively for the purpose of, or as a direct result of, the recall of "your product".

(3) "Tampering" means an actual or alleged, intentional, malicious and wrongful alteration or contamination of "your product" which renders it unfit or dangerous for use or consumption or conveys that impression to the public.

(4) "Your product" means:

- (a) "Any goods or products other than real property, manufactured, sold, handled, or distributed by:
 - i. You;
 - ii. Others trading under your name; or
 - iii. A person or organization whose business or assets you have acquired; and
- (b) Containers (other than vehicles), materials, parts or equipment furnished in conjunction with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

- h. Exclusion n. (SECTION I, COVERAGE A) does not apply to the coverage provided by this endorsement.

12. Supplementary Payments

In the SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B provision:

- a. The limit for the cost of bail bonds is amended from \$250 to \$2,500; and
- b. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

13. Transfer of Rights of Recovery Against Others To Us

Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".

14. Voluntary Property Damage

- a. Exclusion j.(4) of COVERAGE A (Section I) does not apply to personal property of others in your care, custody or control on which you are performing operations, provided that the "occurrence" takes place away from property you own, rent or occupy.
- b. Exclusions j.(5) and j.(6) of COVERAGE A (Section I) do not apply to the first \$5,000 of "property damage" for each "occurrence" provided that the "occurrence" takes place away from property you own, rent or occupy.
- c. We will pay at the request of the named insured, for loss or damage to the property of others covered in the above extension subject to a limit of \$5,000 for each "occurrence" and a \$250 deductible for each claim. If we so request, the named insured shall replace the damaged property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding profit or overhead charges.
- d. The Limit of Liability stated in the Declarations for Liability and Medical Payments DOES NOT APPLY to the Voluntary Property Damage coverage provided in this provision 14.
- e. The Limit of Liability applicable to this Voluntary Property Damage provision 14. is as follows:

Limit of Liability:

\$5,000 Each "Occurrence"
\$10,000 Aggregate

"Aggregate limit", as used in this provision 14., refers to the total limit of liability for any annual policy period, regardless of the number of "occurrences", insureds, claims made, or "suits" brought during that annual policy period.

15. Volunteers As Additional Insureds

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, no volunteer worker(s) are insureds for:

- a. "Bodily injury" or "personal injury":
 - (1) To you, to your partners or members (if you are a partnership or joint venture), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - (2) To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph a.(1) above;
 - (3) 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 a.(1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
- b. "Property damage" to property:
 - (1) Owned, occupied, or used by;
 - (2) 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 other volunteer worker(s), your "employees" or, if you are a partnership or joint venture, any partner or member.

16. Water Damage Legal Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is \$50,000.

- b. Coverage for Water Damage Legal Liability does not apply to:

- (1) "Property damage" for which the insured 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 insured would have in the absence of the contract or agreement.
- (2) "Property damage" caused by or resulting from any of the following:
 - (a) Wear and tear;
 - (b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (c) Smog or smoke;
 - (d) Settling, cracking, shrinking or expansion;
 - (e) Insects, birds, rodents or other animals; or
 - (f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- (3) "Property damage" caused directly or indirectly by any of the following:
 - (a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
 - (b) Volcanic eruption, explosion or effusion;
 - (c) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (d) Mudslide or mudflow;
 - (e) Water that backs up from a sewer or drain; or

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- (f) Water under the ground surface pressing on, or flowing or seeping through:
 - i. Foundations, walls, floors or paved surfaces;
 - ii. Basements, whether paved or not; or
 - iii. Doors, windows or other openings.
 - (4) "Property damage" caused by or resulting from any of the following:
 - (a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
 - i. You make a reasonable effort to maintain heat in the building or structure; or
 - ii. You drain the equipment and shut off the water supply if the heat is not maintained.
 - (5) "Property damage" to:
 - (a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured -- Owners, Lessees or Contractors

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement effective:	at 12:01 a.m. standard time
Endorsement expires:	at 12:01 a.m. standard time
Named Insured:	Policy Number:

SCHEDULE

Additional Insured:

Contract or Job Number:

SECTION II -- LIABILITY COVERAGE

1. "WHO IS AN INSURED" is changed to include as an "INSURED" the person or organization named in the Schedule, but only for liability arising out of the Named Insured's ownership, maintenance or use of covered "autos" in connection with the contract or job designated above.
2. With respect to the insurance afforded the additional insured, the following additional provisions apply:
 - a. This policy shall apply to the additional insured named in the Schedule, but only to the extent of liability resulting from an "accident" arising out of the negligence of the Named Insured.
 - b. Inclusion of such additional interest or interests shall not operate to increase the limits of our liability.

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INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

INSURANCE

NAMED INSURED

KVM DOOR SYSTEMS, INC.

POLICY NO.

CPP6312573

POLICY TERM

02/01/2019 to 02/01/2020

AGENT NO.

0210617

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
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.