

CITY COUNCIL MINUTES - Final

April 13, 2020

**Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Interview Room Recording System – Police Department**

Resolution #2020-04-060-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to upgrade the Interview Room Recording System to the sole bidder meeting specifications; *American Video Transfer Inc. of Brighton, MI* for an estimated total cost of \$34,960.00.

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

# PURCHASE ORDER

No. 2020-00001278  
 DATE: 04/27/2020  
 PAGE: 1 of 1  
 FOB DESTINATION

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

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

**COUNCIL RESOLUTION**  
 2020-04-060-J-4a  
**INSTRUCTIONS**  
 Return to Department

**VENDOR NO.** 175265

**Vendor**  
 AMERICAN VIDEO TRANSFER INC  
 9931 E GRAND RIVER AVE  
 BRIGHTON, MI 48116

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	PD INVESTIGATIVE SERVICES-Case Cracker 3-Room Server Provide and furnish all equipment, material, and labor to upgrade the Interview Room Recording System as per all bid specifications of ITB-COT 20-04.	29,500.0000	\$29,500.00
3	Each	PD INVESTIGATIVE SERVICES-Covert Thermostat Camera	1,325.0000	\$3,975.00
3	Each	PD INVESTIGATIVE SERVICES-Interview In-Progress Kit	445.0000	\$1,335.00
3	Each	PD INVESTIGATIVE SERVICES-Flagging Kit	50.0000	\$150.00

Entered By: MaryBeth Murz

\$34,960.00

**Special Instructions:**

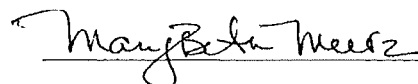
CITY COUNCIL AWARD DATE: 4/13/2020. Certificate of Insurance and Endorsements shall be on file for duration of contract.

**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.



CITY OF TROY  
 BID TABULATION  
 INTERVIEW ROOM RECORDING SYSTEM

Vendor Name: American Video Transfer Inc.  
 City: Brighton, MI

PROPOSAL: FURNISH AN INTERVIEW ROOM RECORDING SYSTEM for three Interview Rooms for the City of Troy Police Department.						
Item	Qty.	Description	Mfgr.	Model	Unit Price	Total Price
1	1	CaseCracker Onyx Life Standard 3-room server. Shall include for each room: (1) room controller and power supply, (1) wall or ceiling microphone, and (1) IP high definition (1080p) dome camera for ceiling. Shall also include Software Licensing - perpetual.	Cardinal Peak	CCO-LITE-STD-3	\$29,500.00	\$29,500.00
2	1	Shall include Software Licensing - Perpetual.			\$0.00	\$0.00
3	3	2nd Covert Thermostat Camera	Cardinal Peak	CCO-L-CAM	\$1,325.00	\$3,975.00
4	3	Interview In-Progress Kit. Shall include illuminated "in-use" sign, interior room light indicating that all components are operating and functional, and a momentary wall switch to start and stop the recording.	Cardinal Peak	CCO-L-IP	\$445.00	\$1,335.00
5	3	Flagging Kit; shall allow flagging bookmarks during interview.	Cardinal Peak	CCO-L-FLAG	\$50.00	\$150.00
6	1	Price for full Install			Included	Included
7	1	Price for Training Session.			Included	Included
<b>GRAND TOTAL PRICE:</b>						<b>\$34,960.00</b>

Authorized Dealer:	Y or N	Y
Descriptive Literature attached:	Y or N	Y
<b>Contact Information:</b>		
Name(s):		Matthew Eckman
24 Hr. Phone No.:		810-227-5001
Hours of Operation:		9 am - 6 pm M-F
References provided:	Y or N	Y
Insurance can be provided:	Y or N	Y
Payment Terms:	Y or N	N30 Day
Warranty:		Cardinal Peak for Parts and Labor
Delivery Date:		Within 30 Days of Acceptance
Exceptions:	Y or N	N
Acknowledgement:	Y or N	Y
Forms:	Y or N	Y
Mandatory Pre-bid meeting attended:	Y or N	Y

**ATTEST:**  
Russ Harden  
Chris Culbreth  
Susan Riesterer  
Jackie Ahlstrom

MaryBeth Murz  
 Purchasing Manager



**CITY OF TROY  
 BID PROPOSAL**

ITB-COT 20-04

Page 1 of 6

The undersigned proposes to furnish an **INTERVIEW ROOM RECORDING SYSTEM 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: AMERICAN VIDEO TRANSFER INC

**PROPOSAL: FURNISH AN INTERVIEW ROOM RECORDING SYSTEM for three Interview Rooms for the City of Troy Police Department.**

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

New Interview Room Recording System for three (3) Interview Rooms for the City of Troy Police Department in accordance with the attached bid specifications.

**BID AS SPECIFIED. NO SUBSTITUTES OR ALTERNATES WILL BE ACCEPTED.**

Item	Qty.	Description	Mfgr.	Model	Unit Price	Total Price
1	1	CaseCracker Onyx Life Standard 3-room server. Shall include for each room: (1) room controller and power supply, (1) wall or ceiling microphone, and (1) IP high definition (1080p) dome camera for ceiling. Shall also include Software Licensing - perpetual.	Cardinal Peak	CCO-LITE-STD-3	\$29,500	\$29,500
2	1	Shall include Software Licensing - Perpetual.			\$0.00	\$0.00
3	3	2nd Covert Thermostat Camera	Cardinal Peak	CCO-L-CAM	\$1325.00	\$3975.00
4	3	Interview In-Progress Kit. Shall include illuminated "in-use" sign, interior room light indicating that all components are operating and functional, and a momentary wall switch to start and stop the recording.	Cardinal Peak	CCO-L-IP	\$445.00	\$1335.00
5	3	Flagging Kit; shall allow flagging bookmarks during interview.	Cardinal Peak	CCO-L-FLAG	\$50.00	\$150.00
6	1	Price for full Install			included	included
7	1	Price for Training Session.			included	included
<b>GRAND TOTAL PRICE:</b>						

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

**STATE WARRANTY:** 3-year complete warranty by Cardinal Peak FOR PARTS AND LABOR - see attached

**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 equipment for three (3) Interview Rooms. Equipment for a fourth room is an option.

**ADDITIONAL INFORMATION:**

For questions about the specifications, please contact Chris Culbreth, IT Manager for the Police Department at (248) 619-7697 between the hours of 8:00 AM and 4:00 PM, Monday through Friday.

**MANDATORY PRE-BID MEETING:**

A **Mandatory Pre-Bid Meeting** will be held on **THURSDAY, FEBRUARY 6, 2020 at 1:00 pm** at the City of Troy Police Department located at 500 West Big Beaver Road, Troy, MI 48084. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications. There will be an opportunity to view the Interview Room(s) in the Police Department.

**CONTRACT FORMS:**

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

**DELIVERY:**

All items will be FOB delivered inside, freight paid to the Troy Police Department, 500 W. Big Beaver Rd., Troy, MI 48084, Attn: Chris Culbreth.

**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.

COMPANY NAME: American Video Transfer Inc.

**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. Bid as specified.

**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 \_\_\_\_\_ for identification.

- 1. Lite Product Specification Sheet
- 2. Warranty

**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): Matthew Eckman 24 Hr. Phone No. 810-227-5001  
\_\_\_\_\_  
Hours of operation: 9am-6pm M-F

**REFERENCES**

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

**SEE ATTACHED LIST**

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

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 Department at (248) 619-7608, and is the only bid document accepted in this format.

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

COMPANY NAME: American Video Transfer Inc.

**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

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

**PROOF OF INSURANCE COVERAGE:**

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

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

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

COMPANY NAME: American Video Transfer 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 until the Recording System is delivered, installed and all training is provided.

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#: 38-2816757

COMPANY NAME: AMERICAN VIDEO TRANSFER INC

ADDRESS 9931 E GRAND RV AVE CITY BRIGHTON STATE MI ZIP 48116

PHONE NUMBER 810-227-5001 FAX NUMBER \_\_\_\_\_

REPRESENTATIVE'S NAME MATTHEW ECKMAN

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_

PAYMENT TERMS: N30 DAY WARRANTY: 3-YEAR

E-MAIL: MATT@MYVIDEOUSA.COM DELIVERY DATE: WITHIN 30 DAYS OF ACCEPTANCE

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ACKNOWLEDGEMENT:**

I, MATTHEW ECKMAN, 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](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

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.



## **Legal Status of Bidder:**

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

---

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

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

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

---

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

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_____	_____
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CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Matthew Eckman, being duly sworn deposed, says that he/she  
(Print Full Name)

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

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

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18<sup>th</sup> day of  
February, 2020 in and for  
Livingston  
County.

My commission expires:

10/10/2021

KAREN L VERMILLION  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires OCT. 10, 2021  
in the County of Livingston



**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.***

**American Video Transfer Inc.**

Name of Agency/Company/Firm *(Please Print)*

**Matthew Eckman, President**

Name and title of authorized representative *(Please Print)*

A handwritten signature in black ink, appearing to read "ME", is written over a horizontal line.

Signature of authorized representative

Date 2-17-20

***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.

<b>Vendor</b>	
Legal Name	<b>American Video Transfer Inc.</b>
Street Address	<b>9931 E GRAND RIVER</b>
City	<b>BRIGHTON</b>
State, Zip	<b>MI 48116</b>
Corporate I.D. Number/State	<b>800424503</b>
Taxpayer I.D. #	<b>38-2816757</b>

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: **MATTHEW ECKMAN**

Witness Signature: 

Printed Name of Witness: Karen L. Vermillion

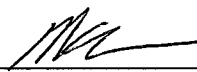


**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of American Video Transfer 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 \_\_\_\_\_ American Video Transfer Inc. and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**  
American Video Transfer Inc.

By: 

Its: PRESIDENT

STATE OF MICHIGAN )

)ss.

COUNTY OF Livingston )

This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 2020, by

Karen L. Vermillion



KAREN L VERMILLION  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LIVINGSTON  
My Commission Expires OCT. 10, 2021  
Acting in the County of Livingston

**REFERENCES**  
**AMERICAN VIDEO TRANSFER INC**  
**FOR**  
**CITY OF TROY BID ITB-COT 20-04**

**Marshall Regional Law Enforcement Center**

- This shared facility contains three departments:

Michigan State Police Post 54,  
Marshall Police Department, and  
Calhoun County Sheriff Department.

CONTACT: Scott McDonald, Director of Public Safety, City of Marshall  
PHONE: 269-781-2596  
EMAIL: [smcdonald@cityofmarshall.com](mailto:smcdonald@cityofmarshall.com)

**Michigan State Police**

- Interview room equipment in the following posts:

Lansing  
Monroe  
Jackson  
Hillsdale  
Marshall  
Brighton

CONTACT: Lt. Joel Allen, Brighton Post  
PHONE: 810-227-1051  
EMAIL: [allenj16@michigan.gov](mailto:allenj16@michigan.gov)

**Livingston County Sheriff Department**

-Interview room equipment and CCTV equipment

CONTACT: Lt. Jeffery LeVeque  
PHONE: (517) 546-2445  
EMAIL: [JLeVeque@livgov.com](mailto:JLeVeque@livgov.com)





February 11, 2020

Addendum 1  
ITB-COT 20-04  
Interview Room Recording System  
Page 1 of 2

**To All Bidders:**

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Thursday, February 6, 2020 at 1:00 PM EST the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 20-04, INTERVIEW ROOM RECORDING SYSTEM. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at the Troy Police Department located at 500 West Big Beaver Road, Troy, MI 48084.

Items from the bid documents to be aware of and should be REVIEWED:

- Bid Opening date and time Thursday, February 20, 2020, at 10:00 AM E.S.T.
- When submitting bids, mark Envelopes with the Bid Number, Name, and the Opening Date. Bids shall be submitted to the City Clerk's Office located in City Hall.
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the MANDATORY Pre-bid Meeting that was scheduled for Thursday, February 6, 2020 at 1:00 PM EST LOCATED AT Troy Police Department as detailed. An opportunity to inspect the site was provided during the Pre-bid Meeting.
- For *ADDITIONAL INFORMATION* or specific questions concerning this project, please contact MaryBeth Murz at [m.murz@troymi.gov](mailto:m.murz@troymi.gov).
- *FINAL PAYMENT* only after final inspection by the City of Troy and acceptance of all work performed.
- *INSURANCE*: If awarded - Insurance needs to be submitted to the City's Purchasing Manager, and approved before work can begin.
- *SPECIFICATIONS*: As detailed.

Attendance at the Pre-Bid Meeting was mandatory, everyone signed in. The following Companies were represented and in attendance:

Tom Kent, Absolute Security & Investigations  
Matt Eckman, American Video Transfer Inc.

Introduced: MaryBeth Murz, Purchasing Manager  
Kristine Kallek, Associate Buyer  
Russ Harden, Police Lieutenant  
Ryan Whiteside, Police Officer  
James Mork, Police Officer  
Chris Culbreth, Police IT Manager  
Matt Heasley, Support Specialist  
Dennis Trantham, Facilities and Grounds Operations Manager

Clarifications were discussed as follows:

- MaryBeth Murz, Purchasing Manager gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
- The current system cannot be assessed at workstations and is therefore unsafe for officers involved in the interrogation process. Also, the interrogations cannot be viewed by other officers.



- The Police Department is having issues with the current system as it was an outdoor system that was retrofitted for the Department.
- The Police Department has had issues with the video format playing videos in judicial courts.
- The cameras and microphones were discussed and highlighted in the interview room(s) as well as where the City wishes to have lights displayed to indicate when an interview in process.

**QUESTION:** How many clients will have access to the system?

**ANSWER:** 10-12 clients will have access to the system.

**QUESTION:** Will you be using any other storage options?

**ANSWER:** No, the Police Department will be storing on the server as well as the 4 terabytes Case Cracker provides.

**QUESTION:** How many interviews are conducted on a weekly basis?

**ANSWER:** 5-10 Interviews are typically conducted weekly. However, that can change depending on if there is a homicide investigation in can increase to 27-40 in 2 days.

**QUESTION:** How long does an average interview usually last?

**ANSWER:** About 1 hour.

**QUESTION:** Are all the interview rooms a plenum environment?

**ANSWER:** Yes, all rooms are plenum cable rated.

**QUESTION BY CITY:** How many pieces of server equipment will be included?


**ANSWER:** One piece in server room that will be smaller than the size of a VCR.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 20-04, INTERVIEW ROOM RECORDING SYSTEM**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **ITB-COT 20-04, INTERVIEW ROOM RECORDING SYSTEM**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, February 20, 2020 at 10:00 AM EST** in the office of the City Clerk.

COMPANY: American Video Transfer Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Matthew Eckman

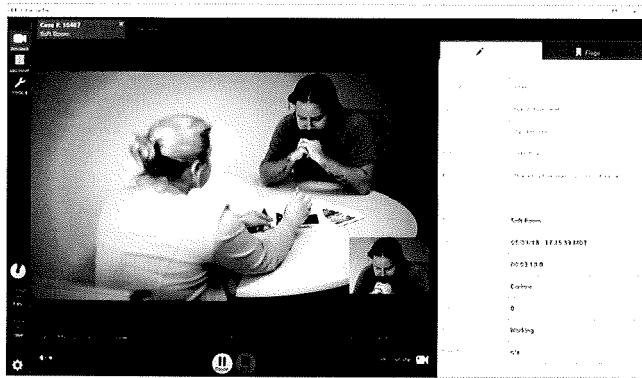
SIGNATURE: 

ADDRESS: 9931 E Grand River  
Brighton MI 48116

DATE: 02/11/2020

# CASE CRACKER

ONYX



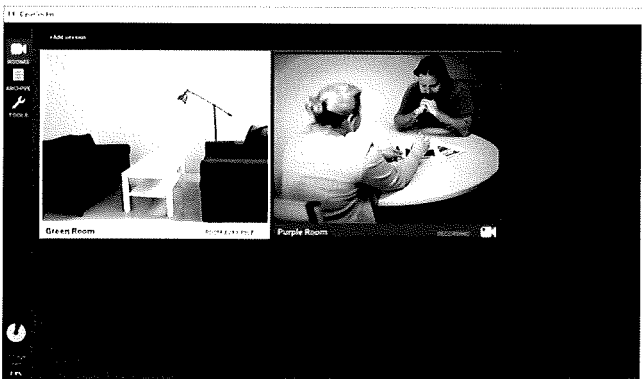
## USER INTERFACE

- Windows-based client provided by the server
- Multiple room monitoring from any PC
- Start, stop and view video recordings remotely
- Picture in picture display of available camera angles
- Quickly view and edit session data from session screen
- Flag and annotate key parts of in-progress or recorded interviews

Case #	Detective	Interviewer	Subject	Room
986532	Bill Burton	David Hunter	Sally Smith	Soft Room
986523	Sam Walton	Tim Crowder	Jerry White	Soft Room
896574	Bill Burton	Sam Smith	Mr. Brown	Soft Room
765984	Bill Burton	David Hunter	Tim Jones	Soft Room
764321	Tom Schnider	Nancy Kenworth	Elton Hall	Green Room
763849	n/a	Kathy Myers	Susan Carson	Soft Room

## SESSION MANAGEMENT

- Advanced search and sort functions easily locate stored recordings
- View in-progress or recently stored interviews from any workstation
- Export MP4 files in any combination of audio/video files, streams, PDF of session data, or audit reports and logs
- Group management of permissions based on department policies



## SECURITY

- Live security thumbnail views of all connected interview rooms
- Encrypted hard drive storage to maintain security of recorded sessions
- Separate recording and user interface networks
- Secure hash algorithm calculated for each video and audio stream to ensure evidence integrity
- Event logging to track user functions (session start, stop, editing & deletion)
- Password protected individual-user login



**Cardinal Peak Technologies**  
2575 Park Lane, Ste 110  
Lafayette, CO 80026

# CASE CRACKER

ONYX

## LITE PRODUCT SPECIFICATIONS



## PRODUCT OVERVIEW

- Record, review, and export interviews from your desktop Windows PC
- Choose from high definition IP cameras available in covert, overt and PTZ
- Intuitive search functions make it easy for you to quickly find recordings
- Simple interface allows you to start a recording with a single button
- Export recordings in open file formats playable on any computer
- Easily integrate and configure system to meet your organization's needs
- Includes a compact server design perfect for any sized agency
- Server options available to support up to 2 interview rooms

## VIDEO & AUDIO

- Multiple HD IP video camera options
  - Covert, overt, and pan-tilt-zoom
  - 720p or 1080p resolution
- Digital microphones with covert enclosures
  - Clearly captures whispers and shouts
- Component kits are purpose-built
- Simultaneous recording of multiple video and audio streams
- Cameras and mics are time-synchronized

## OPTIONAL COMPONENTS

- Start/Stop switch
- Exterior in-use light
- Internal recording indicator light
- In room flagging button
- Redundant recording equipment

**Replacement Parts Are Available by Calling CaseCracker Technical Support:**

Please contact CaseCracker Technical Support to report the failure of any device, part or accessory. CaseCracker Technical Support will get replacement parts expedited to the customer.

**Customer Replaceable Parts** – Once the replacement part is received, contact CaseCracker Technical Support for instructions on installation of replacement parts. If the part is cannot be replaced by the customer (i.e. the motherboard on a server fails) a new unit will be expedited to the customer and the old unit will be sent back to Cardinal Peak.

These items will be defined by Tech Support during the diagnostics process, but will generally include monitors, mice, desktop keyboards, AC adapters, computer cards, hard drives, etc.

Instruction on how to install the replacement part is typically provided either verbally, via email or through demonstration video.

If the part is not replaceable (i.e. the motherboard on a server fails) a new unit will be expedited to the customer and the old unit will be sent back to Cardinal Peak.

**Replacement Parts Provided by Cardinal Peak Technologies (parts originally sold by CPT):**

- |                           |                 |                    |
|---------------------------|-----------------|--------------------|
| • Dell Workstation (CMW)  | • Dell Monitor  | • Blu-Ray Burner   |
| • Server (all components) | • Hard Drives   | • Room Controllers |
| • Exterior In-Use Light   | • Microphones   | • Cameras          |
| • Flagging Button         | • Wall Switches | • Power Supplies   |
| • Keyboard                | • Mouse         |                    |

**Damage Exclusions:**

In addition to items specified in Standard Terms and Conditions of Sale, warranty coverage excludes damage from:

- |   |   |
|---|---|
| • Servicing not authorized by Dell or Cardinal Peak   | • Usage not in accordance with product instructions |
| • Improper voltage selection on systems power supply  | • Unreasonable or excessive use                     |
| • Accidental damage                                   | • Malicious damage                                  |
| • Act of God, fire, flood, act of violence or similar | • Environmental conditions                          |

**Customer Data & Data Loss:**

The customer is responsible for the security, backup & reinstallation of their data at all times. Neither Dell nor Cardinal Peak Technologies accepts any liability for loss of software or data. As such, routine data backups are recommended.

In rare instances when a hard drive fails, customer data stored on the defective hard drive may be unrecoverable depending on the severity of the failure. The hard drive will be replaced, and the system restored to a functioning empty CaseCracker system, (essentially back to original factory settings.)

**CaseCracker Onyx Support Information:**

**Hours:** 8:00 am to 5:00 pm MST, Monday-Friday (holidays excluded)

**Phone:** (720) 442-7072 ext. 1

**Email:** support@casecracker.com



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: March 5, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Lisa Burnham, Accounting Manager  
Frank Nastasi, Police Chief  
Chris Culbreth, Police IT Manager  
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: - Sole bidder meeting Specifications– Interview Room Recording System – Police Department

## History

- The Police Department (PD) is responsible for the professional, progressive, and responsive police services in Troy Michigan.
- Within the Troy PD, the Research and Technology Section supports the electronic and technological logistics that the PD utilizes in pursuit of its mission statement.
- The Troy Police Department conducts interviews with suspects on a constant basis and those interviews are recorded in order to preserve confessions and other helpful admissions obtained during the interview process.
- The current interview recording system is outdated and does not have the advanced functionality necessary in today's demanding investigative environment.
- The Police Department has identified the need to upgrade the interview room recording software and hardware in order to enable the PD investigative teams to be effective and efficient in executing their mission of public safety in the City of Troy.
- The new system will allow investigators to watch interviews in real time and flag important moments during the interview for further review.

## Purchasing

On February 20, 2020, a bid opening was conducted as required by City Charter and Code for the Interview Room Recording System. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). Three Hundred and thirteen (313) vendors were notified via the MITN website. One (1) bid response was received. Below is a detailed summary of potential vendors:

<b>Companies notified via MITN</b>	<b>313</b>
Troy Companies notified via MITN	11
Troy Companies - Active email Notification	10
Troy Companies - Active Free	1
<b>Companies that viewed the bid</b>	<b>37</b>
Troy Companies that viewed the bid	4

*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)**

*American Video Transfer Inc. of Brighton, MI* was the sole bidder meeting all bid specifications.

### **Financial**

Funds are budgeted and available in the Capital Projects Fund under the Investigative Administrative Services, Police Administration, Project Number 2020C0009 for the 2020) fiscal year in the amount of \$27,000. Expenditures will be charged to account number 401.301.11.305.7980.010. The remainder of the funds are budgeted and available from the Police Department IT operating account 101.301.11.334.7802.070.

### **Recommendation**

City Management recommends awarding a contract to furnish all equipment, material, and labor to upgrade the Interview Room Recording System to the sole bidder meeting specifications; *American Video Transfer Inc. of Brighton, MI* for an estimated total cost of \$34,960.00.

**STANDARD PURCHASING RESOLUTION 2: Award to Sole Bidder meeting Specifications – Interview Room Recording System – Police Department**

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to upgrade the Interview Room Recording System to the sole bidder meeting specifications; *American Video Transfer Inc. of Brighton, MI* for an estimated total cost of \$34,960.00.

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





**Commercial General Liability Classification Schedule**

**Customer Number:** 1000108005  
**Policy Number:** A728125 00

**Policy Period:** 07/23/2019 to 07/23/2020  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 American Video Transfer  
 9931 E Grand River Ave  
 Brighton, MI 48116-1923

**Agency Name and Address:** 21110  
 COBB-HALL INSURANCE AGENCIES  
 223 WEST GRAND RIVER  
 HOWELL, MI 48843  
 517-546-1600

**Commercial General Liability Classifications**

Loc	Class Code	Description	Exposure	Premium Basis	Rate	Premium	Coverage
1	11222	Copying and Duplicating Services - retail	169,550	Gross Sales	0.141 Included	\$24 Included	Prem/Ops Prod/Co

**Commercial General Liability Forms Schedule**

**Customer Number:** 1000108005  
**Policy Number:** A728125 00

**Policy Period:** 07/23/2019 to 07/23/2020  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 American Video Transfer  
 9931 E Grand River Ave  
 Brighton, MI 48116-1923

**Agency Name and Address:** 21110  
 COBB-HALL INSURANCE AGENCIES  
 223 WEST GRAND RIVER  
 HOWELL, MI 48843  
 517-546-1600

**Forms Schedule**

Number	Edition	Description
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2109	0615	EXCLUSION - UNMANNED AIRCRAFT
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2150Z	0413	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG2162	0998	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS - WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2425Z	1204	LIMITED FUNGI OR BACTERIA COVERAGE
WB144	1099	VOLUNTARY PROPERTY DAMAGE COVERAGE
WB1468GL	0414	EXCLUSION - ASBESTOS OR ASBESTOS PRODUCTS
WB2000GL	0118	PLUS PAK - LIABILITY
WB516GL	0414	EMPLOYMENT PRACTICES LIABILITY INSURANCE (CLAIMS-MADE)
CG0168	1009	MICHIGAN CHANGES

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while 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 Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed 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.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;



9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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

21. "Your product":

a. Means:

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

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section 1 – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

##### g. Aircraft, Auto Or Watercraft

###### (1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

###### (2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 26 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

**EXCLUSION – YEAR 2000 COMPUTER-RELATED AND  
OTHER ELECTRONIC PROBLEMS – WITH EXCEPTION  
FOR BODILY INJURY ON YOUR PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
  - (1) Any of the following, whether belonging to any insured or to others:
    - (a) Computer hardware, including microprocessors;
    - (b) Computer application software;
    - (c) Computer operating systems and related software;
    - (d) Computer networks;
    - (e) Microprocessors (computer chips) not part of any computer system; or
    - (f) Any other computerized or electronic equipment or components; or

- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

This exclusion does not apply to "bodily injury" occurring on any premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED FUNGI OR BACTERIA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Fungi and Bacteria Liability</b>	
<b>Each Occurrence Limit</b>	\$50,000
<b>Aggregate Limit</b>	\$100,000

Coverage under this endorsement is subject to the Fungi and Bacteria Each Occurrence and Aggregate Limits shown in the schedule. Our obligation to pay any claim or judgment, or to defend any suit, ends after these limits have been exhausted by payment of judgments or settlements, or after we have offered for settlement our limit of liability.

A. The following exclusion is added to Paragraph 2., Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

- a. "Personal and advertising injury" arising out of a "fungi or bacteria incident".
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Each Occurrence and Aggregate Limit as described in Paragraph C. of this endorsement. This provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

C. The following are added to **Section III – Limits of Insurance**:

1. Subject to Paragraphs 2. and 3. of Section III – Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
2. Subject to Paragraph C.1. of this endorsement and Paragraph 5. Of Section III - Limits of Insurance, as applicable, the Fungi and Bacteria Each Occurrence Limit is the most we will pay under Coverage A. for "bodily injury" or "property damage" and Coverage C. for medical payments arising out of a "fungi or bacteria incident". This provision C.2. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
3. Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III - Limits of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VOLUNTARY PROPERTY DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

COVERAGE	LIMITS OF LIABILITY		DEDUCTIBLE
Property Damage	\$2,500	Each Occurrence	\$250
	\$2,500	Aggregate	Each Claim

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Unless specifically modified or deleted, all exclusions listed in COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY section of the COMMERCIAL GENERAL LIABILITY COVERAGE apply to the coverage provided by this endorsement.

#### 1. Insuring Agreement.

We will pay, at the request of the insured, for "property damage" to property of others in the insured's care, custody or control. The "property damage" must be caused by an "occurrence" and result from operations which take place away from any premises the insured rents, owns or occupies and which are a part of your business. That business must be afforded coverage under the Commercial General Liability Policy to which this endorsement is attached.

However, we shall have no duty whatsoever to defend claims and/or lawsuits for which the only coverage provided is under this endorsement.

#### 2. Exclusion.

This insurance does not apply to "property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor.

#### 3. Limits of Insurance.

a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement;

c. Subject to b. above, the Each Occurrence Limit is the most we will pay because of all "property damage" arising out of any one "occurrence".

The limits of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### 4. Deductible.

We will not pay for loss or damage for any claim until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Liability.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION – ASBESTOS OR ASBESTOS PRODUCTS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to:

“Bodily injury” or “property damage” arising out of the removal, manufacture, distribution, sale, installation, handling or disposal of asbestos or any product containing asbestos material.



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

# EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE PART

**THIS ENDORSEMENT PROVIDES CLAIMS MADE AND REPORTED COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE.**

**PLEASE READ THE ENTIRE FORM CAREFULLY.**

### SCHEDULE\*

LIMITS OF LIABILITY		DEDUCTIBLE	COINSURANCE FOR PAYMENT OF "DAMAGES"
Each Related Wrongful Employment Practice	Total Aggregate Limit	Each Related Wrongful Employment Practice	
100,000	100,000	\$5,000	Does Not Apply

### RETROACTIVE DATE

This insurance does not apply to a "Wrongful Employment Practice" that happens before the Retroactive Date shown here: 07/23/2017

\*Information required to complete this schedule, if not shown on this endorsement, will be shown on the Declaration.

THERE IS A SEPARATE DEDUCTIBLE PROVISION APPLICABLE TO ALL PAYMENTS FOR "DAMAGES".

PLEASE READ THIS ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

WE HAVE NO DUTY TO PROVIDE COVERAGE UNLESS THERE HAS BEEN FULL COMPLIANCE WITH ALL THE CONDITIONS (SECTION VI) OF THIS ENDORSEMENT.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this endorsement. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II) of this endorsement.

All words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VIII).

### SECTION I - COVERAGE: EMPLOYMENT PRACTICES LIABILITY

In consideration of the payment of premium and in reliance upon representations you made to us in applying for this insurance and subject to the Limits of Insurance shown in the Schedule, and all the exclusions, terms and conditions of this endorsement, we agree with you as follows:

#### A. INSURING AGREEMENT

1. We will pay on behalf of the insured for "damages" in excess of the Deductible arising out of any "employment practices" to which this insurance applies.

We have no obligation under this insurance to make payments or perform acts or services except as provided for in this paragraph and in Item 2. below.

2. This insurance applies to such "damages" only if:
  - a. The "damages" result from "claims" made by "employees", "leased workers", "temporary workers", former "employees" or applicants for employment with you;

6. If we defend you under a reservation of rights, both your and our counsel(s) will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

In any case, however, we only pay amounts in excess of the Deductible and such payments will reduce the Limit of Insurance available, as provided under SECTION III - LIMITS OF INSURANCE in this endorsement.

7. Upon prior notice to us and our approval, the first Named Insured is authorized to act on behalf of all insureds with respect to the payment of "damages" in settlement of any Administrative Hearing or other non-judicial proceeding before the Federal Equal Employment Opportunity Commission, or any similar Federal, state or local body or commission. This authorization is limited to (i) "damages" covered by this endorsement, (ii) "defense expenses" under part 4. of the Definition of "defense expenses" and (iii) amounts not in excess of two times the amount of the Deductible stated in the Schedule.

#### C. EXCLUSIONS

This insurance does not apply to "claims" arising directly or indirectly from any:

1. a. "Employment practices" which were the subject of any demand, suit or other proceeding which was initiated against any insured; or  
b. Facts and circumstances, which would cause a reasonable person to believe a "claim" would be made and which were known to any insured,  
prior to the effective date of the earlier of (i) the first endorsement of this type that we issued to you of which this endorsement was an uninterrupted renewal of this type of coverage, or (ii) this endorsement.
2. Breach of any express contract of employment or any express obligation to make payments in the event of termination of employment.
3. Obligation to pay "damages" by reason of the assumption of liability in any 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.

4. Of the following laws:

- a. Any workers compensation, disability benefits or unemployment compensation law, or any similar law, provided however, this exclusion shall not apply to any "claim" based upon, arising from, or in consequence of any actual or alleged retaliatory treatment of the claimant by the Insured on account of the claimant's exercise of rights pursuant to any such law;
- b. Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan and any other liability under any such laws;
- c. The Fair Labor Standards Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991988), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any "damages" awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee".

5. Oral or written publication of material, if such material:

- a. Was published by or at the direction of the insured with knowledge of the material's falsity; or
- b. Was first published before the Retroactive Date shown in the Schedule.

6. Dishonest, criminal or fraudulent acts of the insured or the willful failure by the insured or with the insured's consent to comply with any law or any governmental or administrative order or regulation relating to employment practices. Willful means acting with intentional or reckless disregard for such employment related laws, orders or regulations.

The enforcement of this exclusion against any insured under this endorsement shall not be imputed to any other insured.

7. "Bodily injury".

2. All "defense expense" associated with that specific "claim" in item B.1. immediately preceding.

C. In addition to the payments for "damages" and "defense expense" in paragraphs A. and B. above, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of paragraphs A. and B. above.

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV - DEDUCTIBLE**

A. A deductible applies to all "damages" for injury arising from "employment practices" and any "defense expense" however caused.

B. Our obligation under this Employment Practices Liability to pay "damages" and "defense expense" on behalf of any insured applies only to the sum of the amount of "damages" and "defense expense" each "claim" which are in excess of the deductible amount stated in the Schedule.

C. Your obligation is to pay that deductible which is applicable to each "claim" made against this insurance. That deductible applies to the sum of all "damages" because of injury arising from "employment practices" paid for each "claim" and applicable "defense expense" associated therewith. If there should be no "damages" paid for a "claim", you are still obligated to pay the applicable deductible for any "defense expense" incurred by us in connection with that "claim".

D. The terms of this insurance apply irrespective of the application of the deductible, including those with respect to:

1. Our right and duty to defend any "claims" seeking those "damages"; and
2. Your duties in the event of a "claim".

E. We may, but are not required to, pay any part or all of the deductible to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as we may have paid for "damages" or "defense expense".

F. The application of the deductible does not erode the Limits of Insurance provided.

#### **SECTION V – COINSURANCE FOR PAYMENT OF "DAMAGES"**

A. With respect to any "claim" for which we pay "damages" under this insurance, you will be responsible for your share of such "damages", in excess of the applicable deductible, at the percentage shown in the Schedule as coinsurance participation. We will be responsible for the remaining percentage of "damages" payable under this endorsement subject to the applicable Limits of Insurance.

B. Your coinsurance participation is limited as shown in the Schedule to a maximum amount per "claim".

C. Subject to the provisions of this section we may make payments for "damages" and then request you to pay us your percentage share. You agree to reimburse us for your share. By making such payments for "damages", we do not waive our right to recover your share of such payment(s).

D. The application of this coinsurance provision does not erode the Limits of Insurance provided.

#### **SECTION VI - CONDITIONS**

##### **A. Bankruptcy**

Subject to the exclusion in Section I, item C.8., the bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this endorsement.

##### **B. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us written advance notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

### **G. Legal Action Against Us**

No person or organization has a right under this endorsement:

1. To join us as a party or otherwise bring us into a "claim" seeking "damages" from any insured; or
2. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this endorsement or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### **H. Other Insurance**

If other valid and collectible insurance is available to the insured for "damages" or "defense expense" we cover under this endorsement, our obligations are limited as follows:

1. As this insurance is the primary insurance, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 2. below.
2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### **I. Payment of Premiums, Deductibles and Coinsurance Amounts**

1. We will compute all premiums for this insurance in accordance with our rules and rates; and
2. The first Named Insured shown in the Declarations is responsible for the payment of all premiums, deductibles and coinsurance payments due and will be the payee for any return premiums we pay.

### **J. Representations**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us in your application for this insurance; and
3. Since we have issued this policy in reliance upon your representations, this policy is voidable if any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application.

### **K. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this endorsement to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made.

### **L. Sole Agent**

The first Named Insured is authorized to act on behalf of all insureds as respects the giving or receiving of notice of cancellation or nonrenewal, receiving premium refunds, requesting any Supplemental Extended Reporting Period and agreeing to any changes in this policy.

### **M. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this endorsement, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will sue those responsible or transfer those rights to us and help us enforce them.

### **N. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this endorsement may not be transferred without our written consent.

### **O. When We Do Not Renew**

If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The EEOC or any other Federal, state or local administrative or regulatory agency on behalf of such person in item 1. immediately preceding, that the insured is responsible for "damages" as a result of injury arising out of any "employment practices".

"Claim" includes any civil proceeding in which either "damages" are alleged or fact finding will take place, when either is the actual or alleged result of any "employment practice" to which this insurance applies. This includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which the insured submits with our consent;
- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
- c. Any administrative proceedings established under applicable federal, state or local laws as may be applicable to "employment practices" covered under this insurance.

**C. "Coverage territory" means:**

1. The United States of America (including its territories and possessions) and Puerto Rico; or
2. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in 1. above, while he or she is away for a short time on your business;

provided that the insured's responsibility to pay "damages" is determined in a suit (or in any other type of civil proceeding as described under the definition of "claim") on the merits in, and under the substantive law of, the United States of America (including its territories and possessions) or Puerto Rico.

- D. "Damages" means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing. "Damages" include (i) "pre-judgment interest" awarded against the insured on that part of the judgment we pay, (ii) to the extent allowed by law, any portion of a judgment or award that represents a multiple of the compensatory amounts or punitive or exemplary damages, and (iii) statutory attorney fees.**

"Damages" do not include:

1. Civil, criminal, administrative or other fines or penalties;

2. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or
3. Judgments or awards because of acts deemed uninsurable by law.

**E. "Defense expense" means payments allocated to a specific "claim" for its investigation, settlement, or defense, including:**

1. Attorney fees and all other litigation expenses.
2. The cost of bonds to appeal a judgment or award in any "claim" we defend. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available. We do not have to furnish these bonds.
4. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim", including actual loss of earnings up to \$250 a day because of time off from work.
5. Costs taxed against the insured in the "claim".

"Defense expense" does not include:

- a. Salaries and expenses of our employees or your "employees", other than:
  - (i) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim" for the defense of the insured; and
  - (ii) The expenses described in 4. above;
- b. Interest on the full amount of any judgement that accrues after entry of the judgement and before we have paid, offered to pay, or deposited in court the amount available for the judgement under the provisions of SECTION III – LIMITS OF INSURANCE.

- F. "Employee" means a person (i) employed by you for wages or salary, or (ii) who is a current or former member of your board of directors. But "employee" does not include any independent contractor, any employees of any independent contractor while acting within the scope of their employment, any "leased worker" or any "temporary worker".**

- G. "Employment Practices" means any of the following actual or alleged practices (i) which are directed against any of your "employees", "leased workers", "temporary workers", former "employees" or any applicant for employment by you, and (ii) for which remedy is sought under any federal, state or local statutory or common civil employment law:**

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

## **MICHIGAN CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The paragraph relating to prejudgment interest in **Supplementary Payments**, Section I, is replaced by the following:  
Prejudgment interest awarded against the insured on that part of the judgment we pay.
- B. With respect to the **Duties** Condition, Section IV:
  - 1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
  - 2. The last sentence of Paragraph 2.b. is deleted.
  - 3. The reference to Paragraph d. is amended to read Paragraph e.
  - 4. The following is added:
    - d. Failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.