

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Allan Roeder
Dept: Interim City Manager
Subject: AWARD OF CONTRACT TO TAB PRODUCTS CO LLC TO PROVIDE SCANNING SERVICES FOR THE POLICE DEPARTMENT - RFP NO. S-1166

From: Todd D. Elgin
Dept: Police
Date: July 28, 2015

OBJECTIVE

To seek City Council approval to award a contract to TAB Products CO LLC to provide document imaging and purging services to the City of Garden Grove Police Department.

BACKGROUND

The Police Department needs off-site document imaging and purging services for police reports. The City currently has approximately 3,000,000 images of Police reports that require scanning and purging.

The Police Department will be going live with a new automated report writing system on September 1, 2015. In order to make our past reports accessible in this system, it is necessary to scan them into digital files. This project needs to be completed as near as practicable to the implementation of the new report writing system. In addition, scanning these files allows us to then shred the original reports from 2006 through 2011.

Due to the voluminous image count and cost involved, a formal Request for Proposal (RFP) was needed to evaluate several document imaging and management companies that participated in the selection process.

DISCUSSION

The RFP was posted on the City's web site on April 29, 2015. The pre-proposal mandatory meeting was held on May 21, 2015, with six (6) scanning companies in attendance. The due date for RFP No. S-1166 was June 4, 2015. Out of the six companies that attended the mandatory meeting, two (2) submitted responses to the RFP; Matrix Imaging Products, Inc. and TAB Products CO LLC.

The submissions were first reviewed on a pass/fail basis for the following three required criteria. To limit the risk of document compromise during transportation to/from the proposer's facility and to ensure the files are locally accessible during the project, each proposer was required to be no more than 20 miles driving distance from the Police Department. To comply with state law and confidentiality needs, each proposer was required to meet a set of security requirements with regard to their facilities and employees. Lastly, each proposer was given an actual exemplar packet of difficult to scan forms commonly included in our reports and required to submit a file containing the digitized form of that exemplar report. This was designed to show their ability to handle these difficult forms without damaging them, while still producing a high-quality scan of the file for the Police Department's use.

Both proposers passed the initial pass/fail evaluations. The rating committee then made unannounced site visits to each proposer's facility to inspect for compliance with these requirements and to view their operation. After these site visits, each member of the rating committee individually scored both proposers' response to the RFP. The evaluation criteria and scoring weights were price (20%); project plan/ability to perform (30%); and qualifications (50%) percent.

The proposers finished with the following scores:

Proposer	Rater 1	Rater 2	Rater 3	Total
Matrix Imaging Products, Inc.	650	680	570	1,900
TAB Products CO LLC	814	794	844	2,452

After completion of the RFP scoring, staff determined that TAB Products CO LLC best suits the Police Department's needs. Although there is a significant cost differential between the two vendors, it was clear to the RFP raters that TAB Products CO LLC's operation is the more reliable of the two. Considering the sensitivity and importance of the materials involved, there is no room for compromise in selecting a vendor staff knows is capable of completing the job.

The site visits revealed a workplace at Matrix that was crowded and overflowing with current projects with no room to receive our files at the time of staff's site visit. The rear storage area was filled with stacked boxes of files and other items that would need to be moved to make room for our files. At TAB there was plenty of available storage area to receive our files and still have plenty of storage space remaining. TAB had an entire warehouse connected to their work areas to store files. Considering the fact that our files must be stored at the vendor's work site for sixty (60) days after scanning before they can be shredded, it did not appear Matrix would be able to perform this function of the job.

AWARD OF CONTRACT TO TAB PRODUCTS CO LLC FOR SCANNING SERVICES

RFP NO. S-1166

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The equipment in use at Matrix was not as high-end as that in use at TAB. The main scanners at TAB were of a much more sophisticated variety. The main scanner technology being used at Matrix was a model similar to that being used by TAB to rescan documents in their quality assurance area. Matrix had a disorganized work flow and TAB had an orderly assembly line with different sets of employees focused on the various stages of scanning files. There was a group to receive and prepare files for scanning, a scanning group, a quality assurance group that reviewed every page scanned and a group that reassembles the files into their original condition. These groups were arranged on the production floor to allow the documents to flow from station to station with great efficiency.

Matrix had a computer server room that was open to the employee work area. The work area was quite warm and seemed as though it was not air-conditioned. TAB had a dedicated, secure server room. The day staff conducted their visit, TAB was having their roof redone. This forced them to shut off their air-conditioners for the day. Despite this, they had a secure computer server room, with a stand-alone air-conditioning unit. Even with the work area only having fans and a large swamp cooler, the work area at TAB was much more comfortable than that found at Matrix.

All of these factors weighed heavily in the scoring process, resulting in TAB receiving the higher score between the two vendors.

FINANCIAL IMPACT

The financial impact to the City will be \$187,500 from the General Fund, which has been budgeted for Fiscal Year 2015-2016.


RECOMMENDATION

It is recommended that the City Council:

- Award a contract to TAB Products CO LLC in the amount of \$187,500; and
- Authorize the Interim City Manager or his designee to sign the agreement and make any modifications as needed on behalf of the City.



TODD D. ELGIN
Chief of Police


By: Victoria L. Helton
Records Manager

Attachment: Agreement

Recommended for Approval


Allan L. Roeder
Interim City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **TAB Products Co LLC**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Off-Site Scanning and Document Management Services for the Garden Grove Police Department.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the Agreement shall be through December 31, 2015 from full execution of the agreement or until completion of the work. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with PROPOSAL PRICING/BEST AND FINAL OFFER form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00), payable in arrears and in accordance with PROPOSAL PRICING/BEST AND FINAL OFFER form, Attachment B All work shall be in accordance with RFP No. S-1166.
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. . This agreement is based upon an estimated amount of 3,000,000 images and CONTRACTOR will be paid per scanned

image completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING/BEST AND FINAL OFFER form (Attachment B).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or

better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
TAB Products Co LLC
Attention: Betsy Streblow, VP of Client Services
605 4th Street
Mayville, WI 53050
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement.

Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 1, Term and Termination, herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of one hundred fifty dollars (\$150.00) per day for each and every calendar day during which completion of the work is so delayed. CONTRACTOR agrees to pay such

liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
TAB Products Co LLC

By: Betsy J

Name: Betsy Streblow

Title: VP of Client Svcs

Date: 7-13-15

Tax ID No. 52-2390162

Contractor's License: 942020

Expiration Date: 1/31/16

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

7/22/15



ATTACHMENT "A"
SCOPE OF WORK
RFP NO. S-1166 (Page 1 of 4)

**Provide Off-Site Scanning and Document Management Services for the
Garden Grove Police Department**

The Garden Grove Police Department (GGPD) is soliciting proposals from experienced firms capable of providing Scanning and Document Management Services in accordance with State and Federal laws concerning records and digitization requirements. This project consists of Police reports from 2006 through 2011 as well as archived reports dating from 1956 through 2005 and, all homicide reports dating from 1956 to current date. The scope of work consists of pick-up and delivery of documents, securing and protection of documents, storing and maintaining of documents, scanning and indexing of documents and shredding and destruction of documents as requested.

GGPD will select the most qualified vendor, which must perform professional services including, but not limited to:

1. Must scan documents into digital PDF files for archival purposes; preferably using the PDF/A format (ISO 19005).
2. Must be able to scan documents of various dimensions and density.
3. Must scan documents in black and white, gray scale or color, as dictated by the content of each page to capture its original content in the best settings possible.
4. Must provide costs of scanning per image.
5. Must provide scanned documentation to GGPD on standard DVD.
6. Must provide method of reporting documents scanned.
7. Must provide method of pick-up and delivery of documents and scanned files.
8. Must provide estimated turn-around time of completion after each pick-up and of entire job.
9. Must provide weekly updates once job is started.
10. Must store/maintain hard copy files for 60 days beyond the date a digital copy is provided to Police Department before shredding, for auditing purposes. Must store/maintain for an additional 60 days beyond the original retention data if the data disc fails the hard copy audit process.
11. Must destroy hard copies and digital copies including any digital images maintained on the scanner and/or any internal/external hard drives connected to the scanner.
12. Homicide cases yet to be adjudicated must be returned in original form, in addition to digital format, and shall not be shredded after scanning. List will be provided.

Estimated Amount of Work

- The total image count estimate for years 2006 through 2011 is **2,305,600**. 2006 through 2008 files are located in two off-site bins approximately two miles from the Police Department.
- The total image count estimate for retained/archived files dating from 1956 to 2005 and all homicide reports is, **315,000**. These files are located in the PD rear parking lot connex box.

General Requirements

- Vendor must show proof that they have been scanning/indexing records for at least five (5) consecutive years and for at least three (3) law enforcement or government agencies.
- Vendor will be required to perform scanning, indexing and QA within a 20-mile radius of the Police Department, located at 11301 Acacia Parkway, Garden Grove, CA 92840. This distance will be based on driving distance and not as the crow flies as measured by GGPD.
- Vendor must send a company employee for all pick up and deliveries because of the sensitive nature of the final product. No outside courier services may be used.
- Confidentiality: Vendor agrees to maintain the confidentiality of all Police Department records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this contract. All such records and information shall be considered confidential and kept confidential by Vendor and Vendor staff, agents or employees.

Experience / Qualifications

Describe your company's experience and qualifications, including:

- Number of years the company has been in business.
- Number of years specifically scanning and indexing documents for law enforcement agencies.
- Number of law enforcement agency clients and how long you have been servicing those clients.
- References of law enforcement agency clients that you have scanned for, including agency name, address, contact name, contact phone number and email address.

Security and Training

- Must provide Policy and Procedure for vetting employees.
- The Police Department's requirement is that all vendor employees having access to agency documents, both paper and digital, are LiveScan fingerprinted, pass a criminal background check, undergo and pass both Information Security training and testing. Must show proof of these for all employees in any way involved in the transport or processing of Police Department's documents.
- All scanning, indexing and QA must be performed within a 20-mile radius of the Police Department. (driving distance, not as the crow flies)
- Must give description of training process and methods for verifying successful completion of thorough training.

Methodology

- Must provide a complete process flow for tracking the documents from pick up to delivery and while on your premises through the date of shredding and how that process will be completed in a secure manner.
- Must provide a complete process flow for tracking the digital content.
- Discuss your indexing procedures including validation and verification processes.
- Must adhere to GGPD's DR number naming conventions and QA checks and balances (audit of hardcopy files against digital files provided).
- Discuss your accountability process for tracking documents and files including storage of original files on your premises that are not going to be shredded after processing versus storage of original files on your premises that are going to be shredded 60 days after processing.

Standards

- The Police Department must have access to all documents outsourced for scanning upon request, with a hard copy or electronic file provided within 24 hours of any such request to produce a file.
- All scanning, indexing and QA must be performed in the United States and we must be notified if any of these steps are being performed away from the main location within the 20-mile limit set.
- Minimum Resolution – 300 dpi
- File Type – PDF, preferably ISO 19005 PDF/A
- Must rotate images to upright position for readability, unless such rotation renders the image in a poorer quality than the original.
- Must deskew and despeckle images and apply background suppression where the image will be enhanced by such processes.
- Must provide manual image quality adjustment and QA of every image for clarity, quality, cut-offs or compression errors.
- Certificate of Authenticity image must be included with each DVD.

Quality Control

The Police Department insists on a high level of quality control for images and indexing. Vendor's quality control measures shall meet the following criteria for all images:

- Images are of the same or better quality than the original.
- The Police Department will perform a QA audit of specific files from each year's workload and the associated indexing delivered by Vendor. If the Department discovers unacceptable images, the Vendor, at no additional cost to the Department, will correct all such unacceptable images and documents. If two additional scan attempts to improve quality are unsuccessful, the Vendor may add an image stating "Poor Quality Original". This option should be the rare exception; and is not to be used as a substitute for thorough and accurate scanning. All documents where this option is used shall be retained and returned to the Police Department for review before shredding. In addition, the Department reserves the right to conduct further QA auditing of the files

delivered and will require the Vendor to store such files for up to 120 days after scanning to facilitate any such audit at no further cost to the Department.

Pick-up/Return of Files

- Vendor must pick-up original documents according to an established schedule.
- Vendor must provide a document manifest as proof of pick-up to be signed by the Vendor staff and Department staff at the time of pick-up.
- If requested by the Department, the Vendor must return original documents after scanning and provide a document as proof of return to be signed by the Vendor staff and Department staff at the time of return.
- **Time is of the essence. Vendor must provide a timeline for completion of the entire job. The Vendor understands that the final contract will have liquidated damages assessed.**
- No courier service or subcontractor shall be used in fulfilling this contract; only properly vetted Vendor staff may be used.

Scanning Process

- All documents must be scanned in the order found in the report jacket.
- All documents in each report jacket will be scanned into a single PDF file that is named after the jacket's report number. For example: 1500272.pdf.
- Vendor must enhance any "low quality" images that are determined, by the Vendor, to have enough quality to produce a readable digital image.
- Vendor must scan pages containing full color images or text in full color scan settings, pages containing gray scale images in 256 gray scale scan settings, and pages containing neither color images or text nor gray scale in black images will be scanned in and black and white scale settings.
- Vendor must complete the project (scanning/indexing 2006 through 2011 reports and Homicide reports) within the agreed upon term or liquidated damages will apply.

Delivery of Images

- Vendor must deliver images in agreed upon format and within agreed upon timelines.

Loss and Damage Prevention Plan to Protect Paper and Electronic Records

- Must provide proof of loss and damage prevention plan.
- The Department will only inspect the facilities of the finalists to ensure compliance with all fire regulations as well as measures to reduce risk of flooding or water damage.

Cost

- Vendor must complete and submit the Proposal Pricing Form included as ATTACHMENT B. Please include all costs associated with performance of the contract. Additional pages may be attached if needed to explain these costs. Non-disclosure of all costs during the RFP process could result in disqualification.

Sample Packet of GGPD Documents

- Sample packets will only be provided to those companies who attend the mandatory pre-proposal meeting. Proposers will be notified by email when they can come to City Hall to pick up and sign for the sample packet. Those companies will receive numbered identical packets containing documents varying in size, legibility, and texture. These documents must be returned to GGPD in the same condition received by the vendor. The scanned files must be returned in the form of a DVD and included in the RFP packet submitted to the City. Documents and scanned files will be reviewed and evaluated by the Police Department for compliance with the RFP guidelines. ***Duplicate sample packets will not be provided for any reason.***

"ATTACHMENT B"
RFP NO. S-1166
(Scanning Services/Document Management)
PROPOSAL PRICING/BEST AND FINAL OFFER-Page 1 of 2

Proposal must include ALL costs and fees associated with providing the services. Any fees, costs or charges that are not identified in this proposal will NOT be considered or paid by CITY.

Please DO NOT change/alter this page in any way. The Fixed Pricing for Courier Service and Certified Destruction of Documents should be based on the following estimates: 688 boxes plus 474 linear feet of files to scan and 618 boxes plus 474 linear feet to shred and 70 boxes to transport back to GGPD.

PROPOSAL PRICING	
Proposal Pricing MUST be stated as follows:	
A) Scanning (per image)	\$ <u>.0595</u>
B) One-Way Courier (fixed price only)	\$ <u>5,000.00</u>
C) Keystroke (per keystroke)	\$ <u>0.00</u>
D) Project Management Fee (flat fee)	\$ <u>0.00</u>
E) Certified Destruction of Documents (fixed price only)	\$ <u>4,000.00</u>

Contractor must be able to provide all services requested. PARTIAL PRICING PROPOSALS WILL NOT BE ACCEPTED! ALL LINES ON THIS FORM MUST BE COMPLETED OR THE CITY RESERVES THE RIGHT TO DEEM YOUR BEST AND FINAL OFFER AS NON-RESPONSIVE.

NOTE: THIS BEST AND FINAL OFFER WILL TAKE THE PLACE OF ANY AND ALL PRICING THAT WAS PREVIOUSLY SUBMITTED. ANY PREVIOUS PRICING SUBMITTED WILL NO LONGER BE CONSIDERED IN THIS EVALUATION PROCESS.


ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:

Please provide a cost break down of how additional costs are calculated, if applicable. You may attached additional pages if needed.

ATTACHMENT B"
RFP NO. S-1166
(Scanning Services/Document Management)
PROPOSAL PRICING/BEST AND FINAL OFFER-Page 2 of 2

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations and may deem your proposal as non-responsive

BY: 

(Signature)

71452927600 ext 1507
Telephone Number

Ken Liebowitz
(Type or Print Name)

Senior Account Manager
(Title)

KLiebowitz@Tab.com
(Email Address)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2015

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

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

PRODUCER 1-414-443-0000 Hays Companies of Wisconsin, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: PHOENIX INS CO</td> <td></td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td></td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: TRAVELERS IND CO OF CT</td> <td></td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER D: CHARTER OAK FIRE INS CO</td> <td></td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: PHOENIX INS CO		25623	INSURER B: TRAVELERS PROP CAS CO OF AMER		25674	INSURER C: TRAVELERS IND CO OF CT		25682	INSURER D: CHARTER OAK FIRE INS CO		25615	INSURER E:			INSURER F:		
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INSURER B: TRAVELERS PROP CAS CO OF AMER		25674																				
INSURER C: TRAVELERS IND CO OF CT		25682																				
INSURER D: CHARTER OAK FIRE INS CO		25615																				
INSURER E:																						
INSURER F:																						
INSURED T Acquisition, LP and Tab Products Co., LLC 605 Fourth Street P.O. Box 153 Mayville, WI 53050																						

COVERAGES **CERTIFICATE NUMBER: 44542695** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		660 5090N839 PHX 15	06/01/15	06/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-2200R570-15-CAG	06/01/15	06/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ nil			CUP 6E50576A TIL 15	06/01/15	06/01/16	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	YDTAE-UB-5133N475-15 (WI) YJ-UB-5108N534-15 (AOS)	06/01/15 06/01/15	06/01/16 06/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Workers Compensation			YO-UB-5108N430-15 (IL)	06/01/15	06/01/16	EaAcc/EaEE/PolLim 1,000,000

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

City of Garden Grove, it's officers, officials, employees, agents and volunteers are included as additional insured where required by written contract. General Liability is Primary and Non-Contributory.

CERTIFICATE HOLDER City of Garden Grove Attn: Purchasing-Sandra Segawa 11222 Acacia Parkway Garden Grove, CA 92840 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR COMMERCIAL INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Broadened Named Insured</p> <p>B. Blanket Additional Insured – Broad Form Vendors</p> <p>C. Damage To Premises Rented To You</p> <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 <p>D. Blanket Waiver Of Subrogation</p> <p>E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> <p>F. Blanket Additional Insured – Lessors Of Leased Equipment</p> <p>G. Incidental Medical Malpractice</p> <p>H. Personal Injury – Assumed By Contract</p> <p>I. Amended Bodily Injury Definition</p> | <p>J. Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p>K. Aircraft Chartered With Crew</p> <p>L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet</p> <p>M. Increased Supplementary Payments</p> <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day <p>N. Medical Payments - Increased Limit</p> <p>O. Knowledge And Notice Of Occurrence Or Offense</p> <p>P. Unintentional Omission</p> <p>Q. Reasonable Force – Bodily Injury Or Property Damage</p> |
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PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:
Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

- a. Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of “your products” which are distributed or sold in the regular course of such vendor’s business.

The insurance provided to such vendor is subject to the following provisions:

COMMERCIAL GENERAL LIABILITY

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (7) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY IN-

JURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

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 to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**.

H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**
ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: (YJUB-5108N53-4-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 06-03-14

ST ASSIGN: