

DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the Non-Competitive Procurement Application Worksheet in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

	Department Office of the City Clerk	Originator Name Helena B. Wright	_		184	Date 3/27/2018	Signature of Application Author	
	Contract Liaison Alexis White	ract Liaison Email Contract Liaison		Telephone 312-744-6			Helena B Wright	
	List Name of NCRB Atter	ndees/Department			**************************************			
	Helena B. Wright Roberto Lopez Kathryn O'Connell Alexis White Natashee Scott	Þ	Office of the City Clerk					
1	Request NCRB review be Company: Granicus-Inc.		product(s)	and/or serv	vice(s) des	cribed herei	n.	
	Contact Person: Pho			2-0352	Email: cale.brakke@granicus.com		:us.com	
Project Description: Legislative Electronic Document I 365-day contract extension and \$138,400.00 vendor lim This is a request for: New Contract Contract Type Blanket Agreement Term: (# of mo) Standard Agreement				_	for Garnice ment / Mo- odification xtension umber: 342 on Number	dification ! ⊠ Ven	dor Limit Increase ☐ Scope Change	
Department Request Approval DEPARTMENT HEAD OR DESIGNEE KATIKUN D'CONNOU PRINT NAME 3 27 1				19 ×	PARD CHAIL TEVEN RINT NAME	A /	MAY 0 8 2019 DATE	
	(FOR NCRB USE ONLY) Recommend Approval/Date: Return to Department/Date: Rejected/Date:	1-8-19	,)		Approve	ed ~ /	Rejected MAY 2 1 2019 FICER DATE	



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

- 1. The City Clerk is mandated by law (65 ILCS 5/3.1-35-90) to record and publish ordinances, laws, legal documents filed with the City of Chicago and various other documents that are filed with the City of Chicago, The Office of the City Clerk (OCC) is responsible for collecting, docketing and securely storing the City's official legislative records; facilitating the legislative process which manages those records; and ensuring easy and efficient digital access to those records by stakeholders and the public at large. The OCC Council Division keeps the record of all City Council proceedings. This includes: introduced, approved and filed legislation, attendance, roll call votes, and parliamentary actions. Each Council meeting, approximately 1,000 legislative items are filed with OCC, which equates to more than 11,000 pages. City Council meetings are also video recorded and provided to the public via live internet broadcast. Virtually every aspect of this business process is necessarily supported by a series of applications (collectively known internally as the Legislative Application Suite) provided by Granicus, Inc. The Legislative Application Suite includes services such as the document management system, maintenance, the media vault, encoder, backup encoder, captioning and training.
- 2. This request is a continuation of a previous procurement from Granicus Inc. The City of Chicago does have an existing contract with Grancuis Inc for legislative electronic document management system maintenance and support services.

In 2010 Daystar Computer Systems, Inc. won a competitive bid to provide its software and services related to the aforementioned requirements. In April of 2011, Daystar was acquired by one of its subcontractors and partners, Granicus, Inc. Granicus assumed all responsibility of Daystar's contract, with the approval of DPS. This contract expired on September 6, 2015 and OCC requested and was approved for a 181 day extension of that contract.

On November 17, 2015, OCC submitted a Non-Competitive Review Board (NCRB) Application request for a new contract with Grancius Inc. for legislative electronic document management system maintenance and support services. On December 22, 2015, the NCRB approved the new contract request for a 24 month term. This current contract (with Option 3 extension) is presently scheduled to expire on June 13, 2019.

Between September of 2016 to early 2017, Catalyst Consulting Group, Inc. (Catalyst) performed a buisness process analysis for the OCC Council Division. One of the objectives of this analysis was to aid OCC Council Division in the in the solutions needed so OCC could draft a competitive legislative management software RFP.

This request for an extension will allow the OCC the needed time to issue an RFP for the competitive bidding process. OCC began the procurement process in July 2018. As required, the Department of Innovation and Techology reviewed the RFP Scope of Services before it was submitted to DPS. Currently, the RFP for Legislative Management and Document Intake (RX 257349/Spec 984153) is in its final steps; it is being reviewed by the Department of Law. This extension is designed to serve as a bridge between the expiring contract and the completion of the issuance of an RFP, the awarding of the successful bidder, and the implementation of the new system/program.

- 3. No attempts have been made to competitively bid the requirement because it would be extremely impractical to satisfy the current business needs of the OCC Council Division though the routine procurement avenues.
- 4. Last year, OCC reviewed the legislative marketplace landscape for alternative companies and feature providers such as Accela, LWB360, SeamelessGov, OnBase, IroSoft, OpenGov, Capacity, Sharepoint, Laserfiche, Salesforce, Catalytic, and Socrata. The OCC reviewed the companies' features and potential solutions, but it would be impractical to integrated new tools within this limited time-frame. Also, any process changes might negatively impact the critical functions of the Office of the City Clerk set-forth in Illinois Compiled Statutes and the Municipal Code of Chicago, i.e. the stability and accessibility of legislative record to the residents of the city of Chicago
- 5. This contract extension will serve as a bridge for the continuation of OCC's critical legislative functions with the



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Page 2 of 3 April 2013



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

existing contract provider until an RFP is issued and new contract is awarded.

6. Yes, future competitive bidding is possible. The OCC submitted its request to issue an RFP for Legislative Management and Document Intake services to DoIT and DPS in July of 2018.

✓ ESTIMATED COST

- 1 & 2. The OCC is requesting a 365-day contract extension for Granicus Inc., PO #34212. The estimated cost is \$138,400.00 and the funding source is 019-0100-025-2005-0140-1220149
- 3. The cost estimate listed above is based on the cost of the historical annual spend of the current contract and potential future requirements.
- 4. At the time of this contract was entered into, Granicus made multimillion dollar investment over the course of more than a decade in developing their legislative application suite. OCC's investigation has revealed that there are potentially various viable vendors in the legislative software marketplace. This extension is needed to draft an RFP and obtain competitive bids.
- 5. The OCC cost estimates are based on past usage and contractual schedule, Also, the estimated cost are based on annual subscription fee and miscellaneous cost; for example, closed captioning service and training.

SCHEDULE REQUIREMENTS

- 1. The schedule was developed in consultation with OCC leadership, the current contractor, and our partners at the Department of Innovation and Technology. This extension is needed to give DPS time to issue the RFP for Legislative Management and Document Intake and award a new contract.
- 2. The contract is for the software license and maintenance. There are no drawing or specification constraints.
- 3. The contract needs to be in place before the future "to-be" state is implemented in order to ensure no lapse in service. Without the services Granicus provides, OCC will be without a legislative application suite and unable to perform the core legislative functions of the Office.
- 4. Services will be compromised if there is no contract to provide the legislative application suite.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1. The contract request is not for a Professional Service Consultant.
- 2. There will be no staffing associated with this contract. This is a software services purchase.
- 3. The Legistar software is proprietary for Granicus.
- 4. The vendor has the facilities to host the software and has hosted the software for OCC for the past several years.
- 5. The vendor has spent several years implementing and maintaining the legislative application suite with the City and has extensive knowledge of the City's current business processes related to the legislative business requirements.
- 6. N/A. This request is for the extension of professional services.
- 7. N/A. This request is for the extension of professional services.
- 8. The contract extension is to procure professional services for the maintenance of software and other services that are proprietary to Granicus.

X OTHER

N/A



Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: March 27, 2019 Department Name: Office of the	For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) Funding: Attach information if multiple funding lines; 2) Individual Contract Services: Include approval form signed by Department Head and OBM, 3) ITCM: IT project valued at \$100,000.00 or more, attach approval transmittal sheet. "Contract Liaison Signature											
Requisition No: 275344	Specification No: 147169			this form, I attest that all O CLUD UTW								
PO No: Modification No: Project Title:												
Contract Liaison: Alexis White		Contrac	ct exten	sion for th	ne City	Council	Legislat	tive Do	cument	Man	ageme	ent System.
Telephone: 312-744-6248 Project Descript			tion:									
Email: Alexis.White@c	cityofchicago.org		•	tract ex			\$138,4	00.00	vendo	r lim	nit inc	rease for
Roberto Lope		Graine	Juo 1110	., , , , , , , , , , , , , , , , , , ,	01212							
Telephone:		Fundin										
312-744-1000		⊠ Corpo	rate	Bond		Ent	erprise	Gran	I	Other		
Email: Roberto.Lopez2	@cityofchicago.org	☐IDOT/	Transit	□IDOT/I	Highway	□FHV	٧A	FTA		FAA		
Check One:		LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJE	ст	RPTG	ESTDOLLAR AMOUNT
New Contrac	ct Request		040	0400	005	0005	0440	0004		-	-	
By signing below, I attest contract are true and accur	the extimates provided for this		019	0100	025	2005	0140	22012	19	+		\$138,400.00
Purchase Order Information: Contract Term (No. of Months): Extension Options (Rate of Recurrence): Estimated Spend/Value: Grant Commitment / Expiration Date: Pre-Bid/Submittal Conference: Yes No Mandatory Site Visit Modification or Amendment Modification Information: PO Start Date: June 14, 2019 PO End Date: June 13, 2020 Amount (Increase/Reduction): MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)				Architect Typ Architect Er Professiona Vork Servic Hification/ Fime Exten Jendor Lim Other (speci	rchase Orisultant A ine-Time Method: FP	der (DUF greement Purchase FQ	ommodity venue Ge int Procure	enerating ement	Request Informati Board (IT	npetitivi for Incon Ter GB)	ve Revieved dividual Connology	w Board (NCRB) Contract Services Governance JOC SBI Equipment
Full Compliance			Address: 707 17th Street, Suite 4000									

Sect	ion I: General Contract Information				
Department Name	Office of the City Clerk				
Department Contact Name	Alexis White				
Department Contact Number	(312) 744-6248				
Department Contact Email	Alexis.white@cityofchicago.org				
Contract Number	34212				
Contract Subject Name	Legislative Electronic Document System Maintenance and Support Granicus, Inc.				
Contract Initiation Date	6/14/2016				
Original Contract Amount	\$260,000				
Original Contract Expiration Date	6/13/2019				
Budgeted amount for current year	\$160,123				
Year to date expenditure	\$660.00				
Are funds Capital	alTIFGrant				
What is the funding strip?	019-0100-025-2005-0149-220149				
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes. Please note that funding for Year 2020 has not been approved and is yet to be determined. The department will have to request the appropriate funding in their yearly budget request and funding is subject to the annual appropriation.				
If no, what is the plan to address the short fall?					
S	ection II: Contract Modifications				
Complete this section if you are modifying	g the value of an existing contract.				
Contract Value Increase	\$138,400				
New total contract amount	\$536,800				
New contract expiration date	6/13/2020				
Goods/services provided by this contract	Legislative Electronic Document System Maintenance and Support				

City of Chicago March 29, 2019

Justification of need to modify this	The service via this contract allows the OCC to fulfill its obligation
contract	mandated by the State Law and City ordinances, to record accurate and
	timely proceedings of the Chicago City Council and to make the available to the public.
Impact of denial	OCC will fail its obligation, mandated by the State and City Council, to
	record accurate and timely proceedings of the Chicago City Council and to make them available to the public.
Section III. Issue a R	equest for Services to a Master Consulting Agreement
Complete this section if you want to issu	e a request for services to a Master Consulting Agreement
Value of planned task order request	
Expiration date of planned task order	
request	
Scope of services	
Justification of need to issue request for	
services	
Impact of denial	
Section IV: Assess	ment of Office of Budget and Management Analyst
Approve/Deny	Reason – The project is funded for 2019.
OBM Analyst Initials	8R
OBM Analyst Name/number	Bryant Robinson/ 312-744-9590



MEMORANDUM

TO:

Shannon E. Andrews

Chief Procurement Officer

Department of Procurement Services

FROM:

Andrea M. Valencia

City Clerk

RE:

NCRB Application for Contract Extension of Granicus Inc. PO# 34212

DATE:

March 28, 2019

The Office of the City Clerk (OCC) respectfully submits the attached packet for consideration and approval from the Non-Competitive Review Board (NCRB). The OCC is requesting a vendor limit increase of \$138,400.00 and a 12-month extension for Granicus Inc., PO #34212. The current contract expires June 13, 2019. Granicus Inc. is contracted to stream and record Chicago City Council meetings; manage legislation and other official records; and make legislation and other official records accessible online

This request for an extension will allow the OCC the needed time to issue a Request for Proposal (RFP) for Legislative Management and Document Intake using the competitive bidding process. OCC began the procurement process on July 12, 2018. As required, the Department of Innovation and Technology reviewed and approved the RFP's Scope of Services before it was submitted to the Department of Procurement Services. Currently, the RFP for Legislative Management and Document Intake (RX 257349/Spec 984153) is in its final step; it is being reviewed by the Department of Law. This extension is designed to serve as a bridge between the expiring contract and the completion of the issuance of the RFP, the awarding of the successful bidder, and the implementation of the new system/program.

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Thank you very much for y please feel free to contact He	our consideration o elena B. Wright, OC	f the approval of t C Chief Legal Coun	his request. Shou sel, at 312-744-31	ld you have any q 84.	uestions,
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Managed Services Overview

Managed Services Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide the City of Chicago with the Granicus Software Licenses, and Managed Services that comprise the City's Granicus Solution. "Managed Services" shall mean the services provided by Granicus to the City. Unless otherwise specified, all platforms and applications are licensed for unlimited City of Chicago usage, data and users accounts.

1. Managed Services Categories

Maintenance

Corrective and Emergency Maintenance

Defined as any technological activity that is required to correct a failure that has occurred or is in the process of occurring. (A system failure in this sense is defined as any repeatable instance where the system in deployment does not mirror to the system as designed.) Also known as "bug fixing," this activity may consist of repair, restoration, or replacement of any application component. It includes the diagnosis, analysis, troubleshooting and remediation tasks associated with finding and fixing problems, and restoring service when it is degraded or disrupted. Notably, as all technology solutions have bugs, a critical aspect of the analysis includes assessing the severity and criticality of a bug as it relates to the overall system functionality as well as the overall business operations.

Preventative Maintenance

Defined as any technological activity that selectively replaces or overhauls the technology components in order to mitigate or reduce the risk of a future system failure, and to improve the maintainability of a system over time. This may include, but is not limited to:

- Restructuring code to improve maintainability
- · Applying security patches to infrastructure and third-party products
- Proactively monitoring and tuning system performance
- Replacing embedded code with configurable parameters
- Creating administrative tools to simplify and externalize system controls
- Conducting or responding to vulnerability scans with remediation changes

Adaptive Maintenance

Defined as any technological activity required to modify the system to cope with changes in the internal or external environment, operational conditions or changing business volumes. It may include but is not limited to:

- Responding to Ordinance or other Regulatory changes
- Responding to changes in business rules, policies or procedures
- Maintaining current releases of third party software
- Adding or modifying interfaces to third party systems

Perfective Maintenance

Defined as any technological activity that implements new or changed user requirements (as validated and agreed to by both parties) which result in functional enhancements to the technology. This may include but is not limited to:

- Functional improvements to improve business processes
- User Experience and Usability changes to improve customer interactions
- Identifying potential issues or trends, and then defining, recommending and implementing actions to address them;
- Reporting changes to improve business planning and decision making

Support

End User Support

End User Support (hereafter "EUS") encompasses accepting communication of an issue from a system user, then analyzing the symptoms and determining possible or definitive underlying problems, then determining which actions might result in the resolution of the issue, and then working with the end users (or their representatives) to implement the proposed solution until either the issue has been resolved or a determination has been made by the EUS technicians that fundamental changes (see maintenance section above) need to occur so as to bring the application into compliance with client user expectations and requirements.

This work can include various resolution methods such as analyzing physical deployment issues, resolving username and password problems, uninstalling/reinstalling applications, verification of proper hardware and software set up, and providing clarification on how to correctly use the application so as to meet the user's goals (i.e. ad hoc training and tips).

EUS must include documenting all identified issues and actions taken, as well as proactively communicating known issues to users.

As part of EUS, Granicus will be required to use a ticketing system to manage all aspects of End User Support, such as receiving tickets, documenting the work history, internally assigning tickets within Granicus' ranks or where appropriate assigning tickets to other departments/resolvers, and upon resolving the issue, close the ticket out.

System Training

This incorporates all training that would be required for client-side users to be able to effectively use the technologies for defined business purposes. As circumstances require and at the direction of the Office of the City Clerk (hereafter "OCC") system training could include but is not limited to:

- Developing user manuals
- Developing recorded video tutorials, using screen capture technologies.
- Analyzing current user skills/knowledge creating a user training program.
- Maintaining materials related to aforementioned items so that the materials remain updated for all updates/enhancements made to the website.
- Providing ad hoc tutorials on functionality to lead OCC technical staff, so that OCC technical staffers have a continuous and robust understanding of how the technological solution works.

System Documentation

This work could include actual documenting the system according to modeling and documentation standards such as UML and BPMN, or it could involve validating documentation created by City technology workers, or some combination thereof.

Specialized Technical Services

At various times during the application / business lifecycle, there will be specialized functions that Granicus will need to perform related to the technological solution which OCC business users cannot perform on their own, for a variety of reasons. These reasons can include - but are not limited to - the following: application suite does not provide user interface to perform function; users do not have requisite permissions to perform function; users do not have expertise to perform the task; users do not have time to perform the task due to operational/resource constraints.

2. Managed Services: Enumerated Technologies

Software Applications:

- Legistar and InSite: Structured data related to legislation (and related entities such as votes, etc.), meetings, bodies and members. Document libraries containing documents related to each of the aforementioned entities. Public facing legislative research portal/webpage. As further outlined in Appendix 1.
 - o Legistar customizations:

- Document Tracking Sheets Create new legislative records and accompanying barcode-emblazoned tracking sheets.
- Word Templates custom Word templates for legislation creation.
- Attachment Synchronizer Customized locally installed PC application to upload documents to the Legislative Management Suite.
- Meeting Manager: Meeting data capture, including (but not limited to) actions, discussion, motions, votes, generation of reports, etc.); Minutes creation software.
- o Journal workflow functionality: Creation of the official Journal of Proceedings utilizing data created in the Legistar solution.
- o Migration of Legacy Documents
- iLegislate: Paperless agenda markup, review, and annotation. As further outlined in Appendix 2
- Granicus Open Platform.
 - o Unlimited content storage and distribution
 - Open architecture and SDK

Unified Hardware/Software Solutions.

As further outlined in Appendix 3.

- Live and on-demand streaming.
- Performance Accelerator: Local storage and internal distribution software license; Intelligent Unicast routing.
 - Designed to support high volume internal streaming without straining Internet bandwidth.
 - Viewing requests are intelligently routed to the most logical network location (usually the network core)
 - o Ideal when demand exceeds the 50 concurrent internal stream limit of the Granicus Encoding Appliance
 - Ideal when internal distribution is desired for more than two Granicus Encoding Appliances
 - o The Performance Accelerator delivers all content via unicast streaming. Each internal viewer receives a single stream directly from the Performance Accelerator
 - When a viewer clicks a link to access a stream, Granicus servers examine the public IP address of the request. Addresses that are identified as internal network viewers are transparently redirected to the Performance Accelerator.

- **Granicus Encoding Appliance:** Video/Audio Encoder Hardware and related encoding software (quantity = 2; primary encoder and auxiliary encoder)
 - o Remote systems monitoring and Granicus maintenance updates
 - o Supports extraction and display of embedded closed captions to help maintain ADA compliancy
 - o H.264 video codec encoding
 - o HTML5 and Flash compatible streaming delivery
- MediaManager: Pre/post media, agenda, content, etc. management and storage. Closed captioning services.
 - Give citizens convenient access to live and archived streaming through your website
 - o Import agendas and index video live
 - o Manage and distribute unlimited meetings and events—all completely automated
 - o Understand and measure public participation with in-depth video analytics
- LiveManager: Live indexing of agenda with video/audio
- Closed Captioning: Captioning services provided to the City by Granicus. It is understood that captioning is still an hourly basis, as outlined in the cost overview exhibit. This encompasses any related technologies that make the captions integrate with the overall solution.
- Legislative Management Suite
 - o Agenda item drafting
 - Electronic approval process
 - o Agenda packet generation and publication
 - Organize, store and retrieve documents
 - o Continuous legislative workflow
 - o Track and search legislative data

Prepared by:

John Gay

Jonathan Friend

Peter Polacek





March 25, 2019

The City of Chicago Helena B. Wright 121 North LaSalle Street Room 107 Chicago IL 60602

Subject: Granicus Meeting and Agenda Solutions and Market Differentiators

Thank you for your interest in the Granicus Meeting and Agenda Solutions. Granicus offers the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services.

Granicus provides technology that empowers government organizations to create better lives for the people they serve. By optimizing decision-making processes Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve.

Key Factors that the City of Chicago may not find elsewhere:

- Granicus Solutions that connect more than 150 million people
- Nearly two decades of government-focused experience
- More than 4,000 public sector organizations that are Granicus clients
- Resources to create a powerful network to enhance government transparency and citizen engagement

The following is an overview of Granicus's market differentiators and why the City of Chicago should select Granicus as its provider of meeting and agenda management.

The Granicus Meeting and Agenda Solutions are a class of integrated software solutions designed to utilize and leverage the rapidly evolving technologies associated with legislative management. Currently, Granicus partners with the City for multiple government technology solutions including Legistar and Government Transparency Suite.

Key Benefits:

- Individual features of the Meeting and Agenda Solutions can be found in other applications, but Granicus's unique architecture offers a comprehensive combination of benefits that are not available through any other solution.
- Granicus is the only company that can provide regular maintenance and periodic updates to these Solutions.

www.granicus.com



- The Granicus Support Team is the only team capable and experienced enough with these solutions to provide ongoing technical support through telephone or online communication.
- Granicus Data Centers include:
 - Secure SSAE-16 Accreditation
 - o Reliable 99.95% Uptime
 - o Redundant Backups
 - o Detailed Disaster Recovery Plans

Granicus is the sole provider of the following Meeting and Agenda Solutions which operate on a comprehensive cloud hosting system that includes:

- Granicus Open Platform with an integrated API
- Granicus Government Transparency for live and archived webcasting for both online and mobile devices
- Granicus Legislative Management and Meeting Efficiency for agenda management and minutes automation
- Granicus Citizen Participation for open ideation, feedback on agenda items, and full integration with any website
- Along with Granicus's digital services and communications solutions, including the GovDelivery Communications Cloud which is the first and only FedRAMP compliant digital cloud platform, Granicus is uniquely positioned to be the provider of multiple services that meet any agency's needs

Legistar

Granicus Legistar allows organizations to reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage.

Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

Key Functionalities that the City may not be find in one solution:

- Eliminate manual workloads
- Automate agenda workflows
- Track legislation
- Customize approval sequences
- Integrate with Microsoft Word
- Publish to the Web
- Integrate with other Granicus Meeting and Agenda Solutions





Government Transparency Suite

Granicus Government Transparency Suite enables organizations to build a content-rich collection of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

Key Functionalities that the City may not be find in one solution:

- Stream live and archive content
- Easily share and complete meeting recap
- HD capabilities
- Reporting for in-depth analysis
- Integrate agendas with video for better indexing and searching
- Index video for keyword searchability
- Availability of Closed captioning services

Granicus is the leader in webcasting solutions solely for government, and was the first to innovate:

- An integrated public record of fully-searchable videos indexed with agenda items
- Citizen Participation which includes open idea generation, eComment on agenda items, and full integration with other websites
- iLegislate, the paperless agenda review and annotation native iPad application; and, an automated agenda and workflow solution solely for government

Awarding the contract to Granicus is the only appropriate action for the City to receive the Granicus Meeting and Agenda Solutions. Failure to award this effort to Granicus will leave the City without access to a streamlined solution that saves time and money by eliminating manual work and automating the entire meeting process. This would have a tremendous negative impact on the City in supporting its mission goals to easily engage more citizens.

Please reach out to Granicus for additional information.



MEMORANDUM

TO:

Shannon E. Andrews

Chief Procurement Officer

Department of Procurement Services

FROM:

Kathryn O'Connell

Deputy City Clerk

Office of the City Clerk

RE:

MBE/WBE Waiver for Granicus Inc. PO# 34212

DATE:

March 28, 2019

Dear Ms. Andrews

The Office of the City Clerk is transmitting the attached letter that was received from Granicus, Inc. requesting a waiver of the M/WBE requirements under their current contract with the City of Chicago. The attached letter establishes sufficient proof of Granicus's intent to comply with the requirements when possible and reasons why complying with the requirements are not possible for the current contract.

The Office of the City Clerk is in concurrence with the waiver of the M/WBE requirements and is requesting the Department of Procurement Services to grant a M/WBE waiver to Granicus, Inc.

Should you have any questions, please feel free to contact Helena B. Wright at 312-744-3184.





March 25, 2019

City of Chicago

Helena B. Wright 121 N. LaSalle Street Room 107 Chicago, IL 60602

MINORITY AND WOMEN BUSINESS ENTERPRISE WAIVER

This letter serves as a request for a Minority and Women Business Enterprise (MWBE) waiver for Granicus regarding the renewal of existing agenda management software for the City of Chicago. Granicus has put in a good faith effort to obtain a MWBE subcontractor, and has determined that this is not attainable.

In searching for a certified MWBE on the City of Chicago Certified Firms Directory, found on the following site:

https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=chicago, Granicus found that there were no software companies included on this list that provides the requested services.

Not only did Granicus search the MWBE directory without finding a certified firm that provides electronic agenda creation, web streaming services and meeting efficiency solutions, but this project requires the use of Granicus proprietary software and personnel must be experienced or familiar with the Granicus system to support these solutions. The services would require a Granicus Professional with a minimum of one (1) year of experience.

Please contact us if you have any questions or require additional information.



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 141041

Certificate Printed on: 03/26/2019

Disclosing Party: Granicus, Inc

Filed by: Jessica Yang

Matter: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

MAINTENANCE AND SUPPORT

Applicant: Granicus, Inc Specification #: 147169

Contract #: 34212

Date of This Filing:03/26/2019 10:33 AM Original Filing Date:03/26/2019 10:33 AM

Title:Sr Business and Contracts Specialist

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting http://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 141046

Certificate Printed on: 03/26/2019

Disclosing Party: Wildebeest Midco, Inc.

Filed by: Jessica Yang

Matter: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

MAINTENANCE AND SUPPORT Applicant: Wildebeest Midco, Inc.

Specification #: 147169

Contract #: 34212

Date of This Filing:03/26/2019 10:28 AM Original Filing Date:03/26/2019 10:28 AM

Title:Sr Business and Contracts Specialist

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting http://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



Granicus Proposal for the City of Chicago

Granicus Contact

Name: Cale Brakke **Phone:** (720) 892-0352

Email: cale.brakke@granicus.com

Proposal Details

Quote Number: Q-60300 Prepared On: 3/20/2019 Valid Through: 8/31/2019

Pricing

Payment Terms: Currency: USD

Current Subscription End Date: 8/31/2019
Period of Performance: 6/14/2019 - 6/13/2020

Annual Fees for Renewing Subscriptions		100 300	
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Monthly	1 Each	\$95,006.04
Granicus Encoding Appliance Software (GT)	Monthly	1 Each	\$1,200.00
Granicus Encoding Appliance Software (GT)	Monthly	1 Each	\$1,200.00
Open Platform Suite	Monthly	1 Each	\$0.00
Government Transparency Suite	Monthly	1 Each	\$18,600.00
Upgrade to SDI 720p Streaming	Monthly	2 Each	\$6,000.00
Recurring Closed Captioning	Monthly	1 Each	\$16,393.96
		SUBTOTAL:	\$138,400.00



Name	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one minute's report template • Design services for one minute's report template
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Fransparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)



Terms an	a cor	ditions

Agreement and Acceptance

Billing Information

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

The second secon					
Name:					
Phone:					
Email:					
Address:					
Chicago, IL	A Paris	P. P. L. Harry	5 101	7 - 7 - W E	154 3
Signature:					
Name:					
Title:					
Date:					
					-,



A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.





Archive videos with unlimited storage



Searchable, indexed content



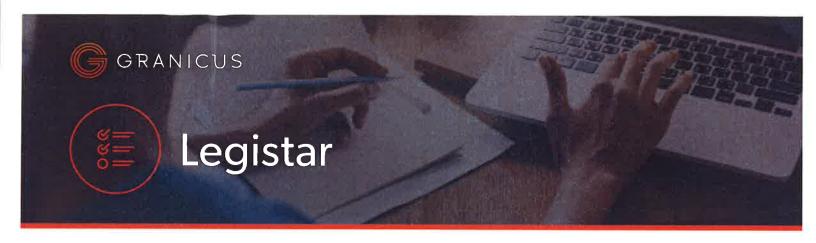
Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



Customize the entire legislative and agenda management workflow

Reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage. Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

A single piece of legislation can flow through dozens of agendas and drafts

before more than a handful of boards until it's agreed upon, all too often getting lost and rewritten in the process. Easily create new documents for meeting agendas in Legistar or Microsoft Word, then digitally organize them to automatically associate the files to the correct workflow.

The program automates agenda creation and meeting execution with tools to streamline minutes, voting, full reporting and publishing to a citizen-facing web portal for boosted transparency. From drafting files, through assignment to various departments, to final approval, Legistar reduces workloads and creates a more efficient method for managing



Eliminate manual workflows



Automate a customizable legislative workflow



Automate agenda material compilation and approval



Integration to manage documents with Microsoft Word



Track progress and generate reports



Unlimited workflow sequences, users and records



DEPARTMENT OF INNOVATION AND TECHNOLOGY CITY OF CHICAGO

MEMORANDUM

To: Shannon Andrews

Chief Procurement Officer

Department of Procurement Services

Attn: Monica Jimenez

1st Deputy Procurement Officer

Department of Procurement Services

From: Danielle DuMerer

CIO & Commissioner

Department of Innovation and Technology

Subject: Granicus Req. #225419/P0 34212

Date: April 4, 2019

I have reviewed the Office of the City Clerk's Non-Competitive Review Board (NCRB) application for Granicus, Inc. (PO 19846) to extend the contract for one year and have found that the application is compliant and within the guidelines for the City's technical environment and IT policies. Further, I support the application modernization and replacement approach, which aims to improve and streamline existing business processes in conjunction with the new system implementation to be procured via RFP.

If you have any questions, please contact me at 312-742-1221.

cc: Clerk Anna Valencia, OCC Kathryn O'Connell, OCC

Eric Vasquez, OCC



April 17, 2019

Helena B. Wright
Chief Legal Counsel
City of Chicago
121 N. LaSalle Street, Room #107
Chicago, IL 60602

Re:

City of Chicago Standard Terms and Conditions, rev. 9/07/2018

Ms. Wright:

This letter serves as a statement that Granicus accepts the City of Chicago's Standard Terms and Conditions set forth in the City-Funded IT Professional Services Form Contract, rev. September 7, 2018.

Thank you for your assistance in this matter. If you have any questions, or need anything further, please contact our office.

Sincerely,

Dawn Kubat

Vice President of Legal



CERTIFICATE OF LIABILITY INSURANCE

10/20/2019

DATE (MM/DD/YYYY) 10/15/2018

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767	CONTACT NAME: PHONE (A/C, No, Ext): (A/C, No, Ext):		
Three Embarcadero Center, Suite 600 San Francisco CA 94111	E-MAIL ADDRESS:		
(415) 568-4000	INSURER(S) AFFORDING COVERAGE	NAIC#	
(113) 300 1000	INSURER A: National Fire Insurance Co of Hartford	20478	
INSURED Granicus, LLC	INSURER B: Valley Forge Insurance Company	20508	
1425205 Granicus, Inc	INSURER c: The Continental Insurance Company	35289	
707 17th Street, Suite 4000	INSURER D: Columbia Casualty Company	31127	
Denver CO 80202	INSURER E: Westchester Fire Insurance Company	10030	
	INSURER F :		
COVERAGES GRAINOL CERTIFICATE NUMBER	14065976 REVISION NUMBER:	VVVVVVV	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIE 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.

NSR LTR	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO X LOC	Y	N	6043664103	10/20/2018	10/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1.000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
В	OTHER: AUTOMOBILE LIABILITY ANY AUTO	N	N	6043664084	10/20/2018	10/20/2019	S COMBINED SINGLE LIMIT S 1,000,000 BODILY INJURY (Per person) S XXXXXXX
	OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp \$100 Dex Coll \$1,000 I	Ded					BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
С	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	N	N	6043664098	10/20/2018	10/20/2019	EACH OCCURRENCE \$ 10,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandalory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6043364067 (AOS) 6043364070 (CA)	10/20/2018 10/20/2018	10/20/2019 10/20/2019	X PER OTH- EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Professional Liability Crime	N	N	596722177 (E&O) G28160380 003 (crime)	9/7/2018 9/7/2018	10/20/2019 10/20/2019	\$5,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Chicago is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER	CANCELLATION See Attachment
14965876 City of Chicago 121 North LaSalle Street Room 806 Chicago IL 60602	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 REPRISENTATIVE

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Policy No.: 6043664103 CNA74872XX (1-15)

CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

- 1. Additional Insureds
- 2. Additional Insured Primary And Non-Contributory To Additional Insured's Insurance
- 3. Bodily Injury Expanded Definition
- 4. Broad Knowledge of Occurrence/ Notice of Occurrence
- 5. Broad Named Insured
- 6. Estates, Legal Representatives and Spouses
- 7. Expected Or Intended Injury Exception for Reasonable Force
- 8. In Rem Actions
- 9. Incidental Health Care Malpractice Coverage
- 10. Joint Ventures/Partnership/Limited Liability Companies
- 11. Legal Liability Damage To Premises
- 12. Medical Payments
- 13. Non-owned Aircraft Coverage
- 14. Non-owned Watercraft
- 15. Personal And Advertising Injury Discrimination or Humiliation
- 16. Personal And Advertising Injury Limited Contractual Liability
- 17. Property Damage Elevators
- 18. Supplementary Payments
- 19. Property Damage Patterns, Molds and Dies
- 20. Unintentional Failure To Disclose Hazards
- 21. Waiver of Subrogation Blanket

1. ADDITIONAL INSUREDS

- **a. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - **(b)** the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.
- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured**'s ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- **1.** the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - **a.** the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:
 - a. the Named Insured's acts or omissions; or
 - **b.** the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- **2.** The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

- 1. The coverage granted by this paragraph does not apply to:
 - **a. bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the Named Insured;
 - **c.** any physical or chemical change in any product made intentionally by such person or organization;
 - **d.** repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - **e.** any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - **f.** demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - **g.** products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of

business, in connection with the distribution or sale of the products.

- **2.** This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This Paragraph J. also does not apply:
- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part:
 - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if bodily injury or property damage included within the products-completed operations hazard

is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- who is specifically scheduled as an additional insured on another endorsement to this Coverage Part;
- **2.** for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this Coverage Part provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSUREDS Provision requires the Named Insured to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.
- 2. ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE
- **A.** The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured

has management control:

- a. on the effective date of this Coverage Part; or
- **b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this Coverage

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- **A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
- **B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- **4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
 - a. bodily injury or property damage that first occurred prior to the date of management control, or that

first occurs after management control ceases; nor

- **b. personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- **5.** The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured**should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** with respect to such **spouses**' acts, errors or omissions in the conduct of the **Named Insured**'s business.

7. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

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** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
- **b.** This insurance applies to **bodily injury** provided that the professional health care services are incidental

to the Named Insured's primary business purpose, and only if:

- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other

liability insurance available to the **Insured** (or which would have been available but for exhaustion of its

limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not

limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- **b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food.

beverages, medical supplies or appliances by the following providers in their capacity as such but solely

to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist:
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically

connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of Insured to:

- a. add the following:
- the Named Insured's employees are Insureds with respect to:
 - (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and
 - (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business; when such bodily injury arises out of a health care incident.
 - the Named Insured's volunteer workers are Insureds with respect to:
 - (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
 - (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident,

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk

transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance

purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

• the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in

the Declarations; nor

• the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did

not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- **c.** there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

- **C. LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:
 - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You

Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage**

to:

 ${f a.}$ any one premises while rented to a Named Insured or temporarily occupied by a Named Insured

with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to

Rented to You Limit is shown in the Declarations.

- **D.** The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:
- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured**'s care, custody or control;
- **E.** This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

- **A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:
- 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000 unless a different amount is shown here: @@@@@@@@@@@@@@@@; or
 - (2) the amount shown in the Declarations for Medical Expense Limit.
- **B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:
 - **(b)** The expenses are incurred and reported to the Insurer within three years of the date of the accident;

and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the Named Insured; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and

replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

- **A.** Under **DEFINITIONS**, the definition of personal and advertising injury is amended to add the following tort:
- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
 - 1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

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**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is
- a limited liability company) of the Named Insured.
- 2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective

employment,

past employment or termination of employment of any person by any Insured, Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY --DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled

Exclusions is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

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:

- (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 offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such

insured contract; and

- (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative
- dispute resolution proceeding in which covered damages are alleged.
- **B.** Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the

definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for

personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- **C.** Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS COVERAGES A AND B**:
- 1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the suit and the information the Insurer knows about the offense alleged in such
 - suit are such that no conflict appears to exist between the interests of the Insured and the interests
 - of the indemnitee:
- 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B – Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and

- (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- **B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a
- \$5,000. limit; and
- **B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but

only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if

such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of

\$25,000 per policy period applies to this PROPERTY DAMAGE - PATTERNS MOLDS AND DIES coverage, and this limit:

A. is included within the General Aggregate Limit as described in LIMITS OF INSURANCE; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named

Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

to add the following.

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise

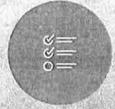
to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Appendix 1





Legislative Management

Comprehensive and automated agenda workflow

Legislative workflows often require a significant commitment from clerical staff. Drafting legislation, getting items approved, compiling information from various departments, and creating an agenda are integral parts of the pre-meeting process, yet can be very time-consuming. Then, there are live and post-meeting processes that staff must follow to ensure an accurate account of a meeting. With so many moving parts, steps can be overlooked or items can be inadvertently dropped. Using a completely automated, round-trip legislative workflow solution can save staff countless hours while helping them maintain legislative accuracy.

Granicus' Legislative Management Suite, powered by Legistar technology, allows government staff to easily manage the entire legislative process from start to finish. From drafting files, through assignment to various departments, to final approval, this suite is an automated solution designed to reduce workloads and create a more efficient method for managing decisions.

Reach new levels of automation with a complete legislative solution

- Eliminate manual workflows: Create and manage items for agendas in one system.
- Automate agenda item approvals with electronic approval processes
- Simplify agends creation—automatically compile files and supporting materials for upcoming meetings.
- Organize, store and retrieve electronic documents.
- Easily track legislation and generate historical reports for staff, citizens and council.



LEGISLATIVE MANAGEMENT

Features List

- Record Motions, Votes and Notes
- Draft files and edit text in Microsoft WordTM
- Acid supporting documents.
- Cross-reference items to agencies and minutes
- Set electronic approval routing
- Review agenda item history
- Automatically assemble and publish agenda packets
- Connect agency data to the iPad
- Auto-number agenda items
- Create templates for each meeting body.
- Record roll call, motions, votes and discussion
- Automatic item referral routing
- Publish minutes to the web
- Full text search
- Organize, store and retrieve electronic documents
- Unlimited users and records.
- Video streaming integration
- Dynamic calendar of past and upcoming meetings
- Search, track and print tegislative data
- View district representation, vacancies

The Legislative Management Suite helps governments organize, store and easily retrieve electronic documents all in one sytem. It also maintains all legislative data and tracks each item's path through the entire process. Plus, it allows staff to quickly and easily publish agenda and minutes documents to the Web, helping ensure records availability and promote government transparency.

Simplify the agenda creation process

Create legislative items for meeting agendas

Easily create new files for meeting agendas. By indicating the item type (resolution, ordinance, etc.), meeting body in control of the item, and the item's status, items are automatically placed on the appropriate agenda.

Draft items in a familiar system and add supporting materials

Simply type the file text directly into the system or draft it in the familiar template of Microsoft Word. Create templates and standard paragraphs for quick drafting. Once the text of an item is complete, add supporting attachments of any file type to substantiate the item. Staff, elected members and even residents can submit agenda items through a form on your website.

Automate agenda item approvals with electronic approval routing

Electronically route agenda items for approvals. Create an automated approval sequence and let the system manage the work, Selected approvers will be notified when the item is ready for their review. Approvers can review all item details, supporting documents, make edits, approve or deny the request through the system or a browser-based form.



LEGISLATIVE MANAGEMENT



Publish a portal to your website for a quick and easy search of tenislative data.

Keep the public informed - publish agendas to your website

Assemble complete agendas packets for upcoming meetings

Gather and compile legislative data for meeting agendas with the push of a button. Items are automatically placed on agendas and can also be added on the fly. Once the agenda is compiled, print or publish full packets to the Web. With iLegislate, review published agendas and supporting documents, bookmark and take notes on items, all through a native iPad application.

Save time with a continuous legislative workflow

Capture all meeting actions into a draft minutes document for a seamless, roundtrip workflow. Agenda items can be automatically reassigned to the appropriate department based on the actions taken during a meeting, saving staff time and reducing errors.

Offer the public an easy-to-use online legislative portal

Residents can search legislative text, attachments, agendas, minutes, votes and more. Both the public and staff can track legislative history over a given period of time and view a calendar of upcoming and previous meeting details. Citizens can also look-up elected officials, track positions and even apply online.

Organize, store and retrieve documents with ease

Organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed with metadata, making search and retrieval easy.

Track legislative items and generate historical reports

Track bills, resolutions or other legislation from inception through approvals and actions taken. Easily search all file history and generate legislative reports.

Appendix 2





The leading tablet application for paperless agendas on iPad and Android

Granicus' tablet agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over iPad® or Android tablet. Proven to save staff hours in their pre-meeting workflow while improving efficiencies, government agencies no longer need to spend thousands of dollars annually printing, copying, and binding meeting materials, not to mention the staff costs for collecting, organizing, and distributing these materials. Eliminate these time and material costs by introducing a completely paperless environment for agendas.

iLegislate seamlessly connects all agenda data to the tablet, automatically updating it with the latest information when online, and available for review when offline. Elected members and staff can review agendas and PDF attachments, and bookmark items of interest, while offline. All these changes are automatically backed up to the Granicus cloud when an internet connection is established.

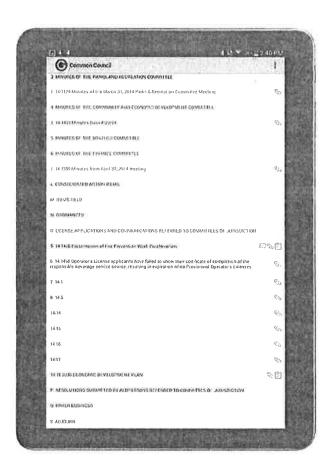
- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Review agendas and attachments offline and on-the-go
- Easily take notes and email agenda Items
- Review indexed, archived meeting videos
- Public opinion placed at elected officials' fingertips



Benefits & Functionality

Review meeting agendas with supporting documents

Easily review upcoming and previous meeting agendas through a tablet. Read agenda item details, including the suggested action, by simply clicking on the item within the agenda. Download the agenda and review the complete packet without an internet connection.



Stream indexed archived videos

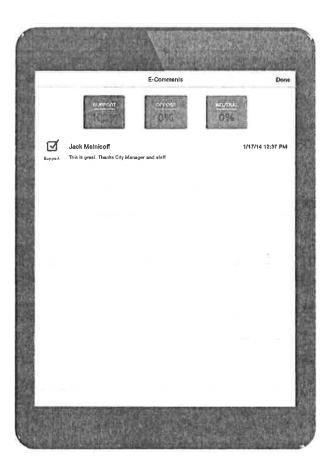
Using H.264 technology, watch archived videos within the iLegislate application. Simply click on the videos tab and choose from the same list of archived videos available through your website including meetings, Public Service Announcements, events and more. Archived videos are indexed, making it easy to jump directly to items of interest.





Put public opinion at elected officials' fingertips

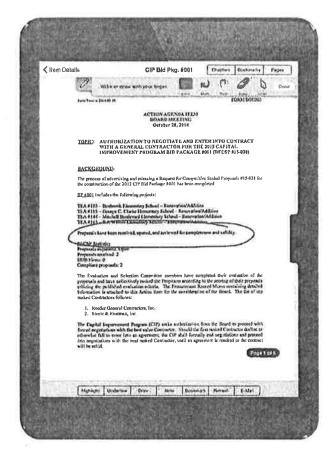
More than digital agendas, the integration with the Citizen Participation Suite provides easy access to ideas coming from the community, as well as feedback from the public on specific agenda items. Make community leaders more effective by placing public support percentages and community comments on agenda items, maps of community idea contributors, civic participant demographics, community improvement ideas, and more at their fingertips.



Take notes, annotate, and bookmark specific agenda items*

When reviewing an agenda item's details, users can add personal notes to an item or bookmark it for future review. Users can take typed notes, or mark up agendas and supporting documents with highlighting, drawing, and underlining tools. We've even made note and bookmark review easier by allowing users to see all notes or all bookmarked items at once.

* Available only on the IPad





FEATURE LIST

Review complete paperless agenda packets

Take notes on agenda items and supporting documents

Bookmark items of interest

View archived meeting videos specific to agenda items

Review agendas for various meeting bodies

Automatically backup data to the cloud

Supports the Granicus API

Integrates with 3rd party agenda management systems

Integrates with the Citizen Participation Suite

IPAD ONLY FEATURES

Email agenda items with annotations

Review and annotate agendas offline

Save, delete, and annotate previous agendas

DEPENDENCIES

Free to any Granicus Platform and Suite users

Apple iPad or iPad Mini (iOS 7 or greater/iPad G2 or greater)

Android Device (Version 4.3 and greater)



Appendix 3





Government Transparency

Promote accountability and build public trust

Transparency around public meetings is more important than ever. Citizens want to learn about policy decisions that affect their lives and see how their tax dollars are being spent. But, the burden and expense of managing this information is time consuming for government employees and can be cumbersome for citizens to find at complex government websites. What if you could automate this process and make it incredibly convenient for everyone?

The Government Transparency Suite helps agencies give access to all public meetings and important records online and creates an unprecedented level of openness. Leveraging a powerful media management solution, organizations can easily publish content on their website, link related documents, and provide keyword searching for citizens. Using reports on visitor trends, agencies can quickly gauge interest in the most important issues.

Manage and broadcast government media online

- Give allizens convenient access to live and archived streaming through your website.
- Réduce public inquiries with searchable, self-service access enline
- Import agendas and index video live to eliminate/hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience Integrate closed captions with video.
- Understand and measure public participation with insceptly videoranalytics.



GOVERNMENT TRANSPARENCY

Features for Staff

- Live Byent Sheaming
- Encoding Application
 inclinent Media Routing
- Prodetive Systems Monitoring
- Import & Parse Agencias
- Lipik Reloyain Decuments.
- Index Video Live
- Create Text Transcripts
- Reports & Analytics
- Paperless Agenda for the IPaol

Beriefits to Citizens

- Closerol Capitioning
- Advanced Search
- Downloacable Medla

Conveniently deliver media online and increase transparency

Increase convenience with access any time, from anywhere

Citizens and staff can watch live streaming broadcasts or play archived videos through your website. Viewers can quickly jump to any topic through index points to review only the information that is important to them.

Maximize public access with a searchable integrated public record

Empower citizens to find what they need through a searchable public record on your website. All meeting audio, video, minutes, and agendas are tightly integrated together. Citizens can subscribe to your agenda or a particular search to get real-time notifications when new content is available.

Ensure ADA compliance with a closed captioning integration

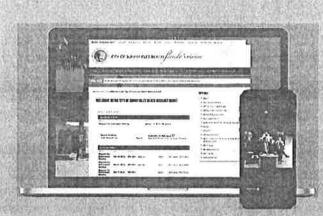
Easily stream meetings with scrolling closed captions, Quickly access and publish a full transcript and even search for any word spoken on video.

Review and annotate paperless meeting materials on the iPad

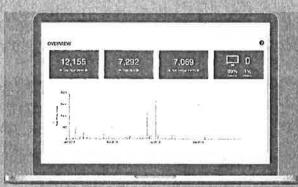
Staff and elected members can review agendas and supporting documents, as well as bookmark and take notes on items, through a native iPad application.



GOVERNMENT TRANSPARENCY



Dejiver flott meatle kind critical documents throught your website that mobile devices



Measure viewership to understand transpand growth in audience engagement

Award-winning,proven streaming solution for local, state, and federal agencies

Unparalleled streaming performance and reliability

Reduce the burden on IT staff by leveraging a world-class hosted infrastructure and an on-site media server, backed by a comprehensive maintenance program.

Unlimited bandwidth, unlimited storage, and intelligent routing

Store files redundantly and intelligently route media to avoid network congestion. Our proven streaming solution ensures quality, speed and reliability. Get permanent storage, backups, systems monitoring, and dedicated support.

Simplify media management through automation

Schedule events to broadcast live or record from any video source including cable, camera, VHS, or DVD. Archived files automatically transfer to internal and external distribution networks and are instantly published to the web.

Save hours of time by importing agendas & indexing in real-time

Import agendas and index video live during the meeting.

After the meeting, produce a public record with the agenda linked to the video.

Understand viewership with in-depth metrics and reporting

Check out the public engagement level, mobile usage, page visits, visitor location, originating links, and more, instantly on the video analytics page.





Granicus® Encoding Appliance

Hardware as a Service for Government Webcasting

The Granicus Encoding Appliance supports Granicus' current and future software platforms and encoding formats. It has been rigorously tested and certified to work with Granicus technology. Device preconfigurations allow customers to get up and running quickly while maintaining the highest level of service at a low monthly cost.

The Granicus Customer Care team leverages a suite of tools that allow us to proactively monitor, maintain and support the appliance. Full patch management of Granicus software and the operating system eliminates any maintenance burden placed on government IT staff, including contacting multiple vendors for support.

As a fully-managed solution, Granicus will provide customers with all necessary upgrades, repairs or replacements to ensure that the appliance works effectively on the Granicus platform. To help maintain ADA compliance, the Granicus Encoding Appliance supports extraction and display of embedded closed captions.

Optimized Streaming Platform

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

This appliance is included with the Government Transparency Suite and can be added to the Granicus Open Platform.



Granicus Encoding Appliance

Local distribution & storage

The Encoding Appliance can be configured to support local live and on-demand streaming for up to 50 concurrent users. For organizations that require enterprise-class distribution, Granicus' Performance Accelerator distributes hundreds of simultaneous local streams with minimal network impact.

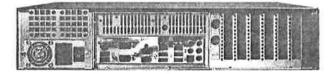
Each device is equipped with 2 TBs of local storage, or roughly 2,000 hours at standard bit rates. Granicus provides unlimited cloud content storage and retention.

The Granicus Encoding Appliance is lightweight and small enough to fit in any server rack. Encoder noise has been addressed as well. With a sound output less than 40db, the Granicus Encoding Appliance is considerably quieter than standard off the shelf encoding hardware.

Front View



Rear View



Ha	rdware S	pecification	ons		
Dimensions	• 13,9"D x 19"W x 3,5"H • 2U rack mountable chassis				
Weight	• 25 lbs				
1		idle	Load	Startup	
	Watts	53	1671	102	
Power	Amps	0.441	1,393	0.85	
	kVA	0.529	0.167	0.102	
	BTU/hr	181	570	348	
Connectivity	• Ethernet: 2 auto-detecting x 1 Gbit ports				
Storage	Up to 2TB capacity 2000 hours at standard bit rates.				
Hardware Warranty	Granicus customer lifetime (managed hardware)				
Optional Components	• Rail kit ' • Tower conversion kit '				
Management	 Full remote management, monitoring patching & reporting 				



Granicus Encoding Appliance





Adobe Flash Player



Silverlight



Audi	o/Video Specifications			
ANALOG ENCODING APPLIANCE				
Video One Channel Switchable Input	Composite (BNC x1) S-Video (Includes BNC to mini-DIN adapter) Component (BNC x 3) NTSC & PAL supported			
Audio Inputs	Balanced stereo (XLR x 2) Unbalanced stereo (RCA x 2) Stereo & mono supported			
DIG	ITAL ÉNCODING APPLIANCE			
Video	· SDI (BNC)			
Audio	• Embedded audio on channel 1,2,3 or 4			

Stre	aming Specifications	3.65
Live Streaming	Static public IP address Inbound pull over TCP Port 8080 (port changed upon request) 600 Kbps upstream " Unlimited viewers	
Encoding Formats	 Microsoft® Windows Media® (Silverlight®) H.264 for Adobe® Flash® Player H.264 in HTML (IOS and Andriod devices) 	W. Commission of the Commissio
Local Distribution	Live and on-demand (directly from Granicus Encoding Appliance) 50 maximum concurrent streams	

- Additional charges may apply
- " Higher bitrates available, requires additional bandwidth



Meeting Services

Hands-free webcasting solutions for public event needs

Granicus Meeting Services provide turnkey solutions for public meeting needs. For over ten years, Granicus has worked with nearly a thousand government agencies to strengthen transparency, participation and efficiency in the public meeting process. Our Meeting Services solutions take public meeting efficiency to the next level by eliminating the need for staff to manage any webcasting technology during the live event. The Granicus staff handles all webcast production needs to ensure that your meetings are successfully captured and delivered over the Web.

Our hands-free solution provides your audience with the most feature-rich video player, helping you improve citizen engagement and transparency efforts by leveraging the latest technology.

Granicus also offers various services to help streamline the meeting process and free up staff time. From minutes annotation to a full AV production, Granicus is your one partner for all meeting services needs.

- Live Event Webcasting
- · On-Premise Webcast Production
- Closed Captioning
- · MInutes Annotation
- Official Transcripts of Proceedings
- · Audio and Video Production
- Seamless Website Integration
- Searchable Video Archives
- Integrated Public Record



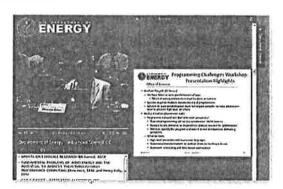
Meeting Services

Webcasting Services

Granicus provides fully-managed live and on-demand streaming of public meetings and events. Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely integrated public record.

Reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible archived webcasts. Plus, our Design staff will create a portal for webcasts that matches the look and feel of your existing website, offering a better enduser experience.

The Granicus solution includes unlimited media storage and distribution. All webcasts are fully managed by an onsite engineer and supported by our world-class infrastructure



Closed Captioning Services

Support ADA (Americans with Disabilities Act) compliance and offer greater accessibility to meetings with closed captioning. Captions are synchronized to meeting webcasts and can be recorded in real-time or added to an archived event. Closed caption text is searchable, giving audiences the ability to search meeting records by the spoken word.

Audio & Video Production Services

Rely on experienced AV technicians to ensure that your meeting is flawlessly captured. We will work with you to determine your live meeting needs and can provide the following services:

Cameras and Microphones

We can provide an audio and video solution to fulfill the customer's needs. We offer a variety of camera and microphone configurations and will work with you to find the setup that best meets your need and budget. All options include onsite technicians who setup, manage and strike equipment.

Additional Equipment

Granicus can also provide and support the following items for any event:

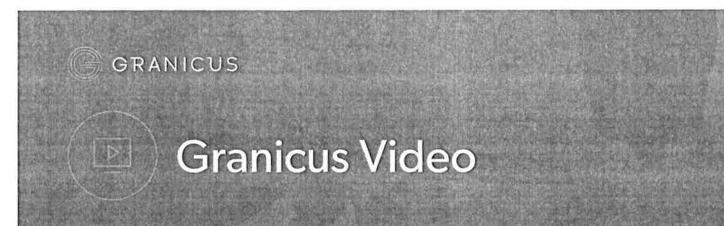
- Lighting
- · Projectors and screens
- · Phone interfaces
- Teleprompting

Minutes Annotation Services

Our team can create and publish meeting minutes following any event. Choose the preferred format—action, summary or verbatim - and we will produce the official record. This service also includes post - meeting video trimming and time-stamping.

Certified Transcription Services

The Granicus Meeting Services team will produce a complete, word-for-word account of a meeting. Transcripts can be attached to archived videos and published online as supporting documentation, furthering your transparency initiatives.



A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



Live event streaming



Archive videos with unlimited storage



Searchable, indexed



Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



Customize the entire legislative and agenda management workflow

Reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage. Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

A single piece of legislation can flow through dozens of agendas and drafts

before more than a handful of boards until it's agreed upon, all too often getting lost and rewritten in the process. Easily create new documents for meeting agendas in Legistar or Microsoft Word, then digitally organize them to automatically associate the files to the correct workflow.

The program automates agenda creation and meeting execution with tools to streamline minutes, voting, full reporting and publishing to a citizen-facing web portal for boosted transparency. From drafting files, through assignment to various departments, to final approval, Legistar reduces workloads and creates a more efficient method for managing



Eliminate manual workflows



Automate a customizable legislative workflow



Automate agenda material compilation and approval



Integration to manage documents with Microsoft Word



Track progress and generate reports



Unlimited workflow sequences, users and records