DATE:       June 6, 2023

TO:         Mayor and Council Members

FROM:       Police Department

SUBJECT:    Agreement with Bridged Innovations Inc. for Inmate Phone Services (RFP-0186)

RECOMMENDATION:
It is recommended that the Mayor and Council Members award a contract and approve a three (3)-year agreement (with the option to extend for two (2) additional one (1)-year terms) with Bridged Innovations Inc., for Inmate Telephone Service, per RFP-0186.

BACKGROUND:
The Police Department’s (Department) jail facility is a Type I facility that is capable of housing prisoners for up to 96 hours. As a Type I facility, the Department is required by the California Board of Corrections to follow an extensive list of rules and regulations to maintain operational status. One of these requirements is an accessible phone service for prisoner use. The selected phone service must provide dependable collect-call telephone service; ensure usage is appropriately restricted and monitored; keep administration to a minimum; and ensure the rates for calls billed to the responsible party are reasonable and accurate. In addition, the telephone system can be used in conjunction with the Department’s Jail Management System to identify and recover potential evidence, log telephone calls made by prisoners, and document that staff has satisfied legal requirements in providing telephone calls to prisoners at the time of booking. Since managing this type of system locally can be very costly, due to associated equipment and personnel costs, many small- to medium-sized agencies opt to contract this service to a qualified vendor.

DISCUSSION:
In December 2022, the Purchasing and Contract Services Division released Request for Proposal (RFP) No. 0186 for inmate telephone service. On February 2, 2023, the RFP closed with only one (1) proposal received:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Primary Office Location</th>
<th>Commission Rate</th>
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</thead>
<tbody>
<tr>
<td>Bridged Innovations</td>
<td>La Puente, CA</td>
<td>35%</td>
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</tbody>
</table>

Vendors were asked to provide a proposal for either (8) detention style inmate phones, one (1) telephone visitation system, and related services. Based upon the RFP results, the Department wishes to establish an agreement with Bridged Innovations for inmate phone service.
FINANCIAL/FUNDING ISSUES AND SOURCES:
There are no costs to the City. Bridged Innovations will absorb all costs associated with equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the phone system.

Upon approval of the agreement, Bridged Innovations will guarantee thirty-five percent (35%) to the City on all inmate phone calls. The Board of Corrections requires that the City deposit any revenue received from the service into the Department’s Inmate Telephone Commissions Fund Account No. 001-045-4529-6628 (General Fund-Police-Custody Section-Inmate Telephone Commissions).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Agreement with Bridged Innovations
Attachment No. 2 – Bridged Innovations’ Response to RFP-0186
Attachment No. 3 – RFP-0186 Inmate Telephone Service

PREPARED BY:
Anna Chanyat, Police Administrative Analyst

COUNCIL PRESENTER:
Cardell Hurt, Acting Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Cardell Hurt, Acting Chief of Police

CITY MANAGER APPROVAL:    
Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.: __________

THIS AGREEMENT is made and entered into this ______ day of _____, 2023, by and
between the CITY OF INGLEWOOD (hereinafter referred to as “City”) and Bridged Innovations
Inc, a California Corporation, with its principal place of business located at 14020 Donaldale
Street, La Puente, CA 91746 (“Consultant”) (collectively referred to as “the Parties”).

WHEREAS, City is seeking an experienced Consultant to provide for inmate phone
services at its jail facility; and

WHEREAS, the City advertised a Request for Proposal – RFP-0186 and one proposal was
received; and

WHEREAS, based on the written proposal and the City’s Evaluation Committee’s scoring,
Consultant was selected for RFP-0186; and

WHEREAS, Consultant agrees that it has satisfied itself by its own investigation and
research regarding the conditions affecting the work to be done and labor and materials needed,
and that its decision to execute this Agreement is based on such independent investigation and
research; and

NOW THEREFORE, the City and Consultant hereto mutually agree as follows:

ARTICLE 1 -- SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide all labor, tools, materials, equipment
and supplies necessary for the services more fully described in its proposal, a 130 page
document, which is attached as Exhibit “A” hereto and incorporated herein by this reference
as if set forth in full. In the event of a conflict or ambiguity, the order of precedence shall be:

a. Change orders, contract amendments (whichever is later);

b. This Agreement; and then

c. Exhibit “A”.

1.2 Contractor agrees to work closely with City staff in the performance of Services
and shall be available to City staff, consultants and other staff at all reasonable times.
1.3 Licenses/Permits. Consultant shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

1.4 Conflict of Interest. Consultant covenants that neither it, nor any of its employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.5 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.6 Professional Practices. It is mutually agreed that City is relying upon the professional skill of Consultant as a specialist in the work. Consultant shall perform all services required by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Consultant’s profession. Acceptance of the Consultant’s work by City does not operate as a release of Consultant’s representations.

ARTICLE 2 -- SCOPE OF CITY’S DUTIES

2.1 City shall provide Consultant with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.

ARTICLE 3 -- COMPENSATION

3.1 Pursuant to Exhibit “A”, Consultant agrees to pay the City a thirty-five percent (35%) commission on all inmate phone calls (including interstate calls).

3.2 Payments payable shall be addressed to “City of Inglewood”. Payments shall be sent to the City on a monthly basis.
ARTICLE 4 – TERM & TERMINATION

4.1  Term. The term of this Agreement shall commence upon full execution of this Agreement, beginning on the date noted on page 1 of this Agreement. The term of this Agreement shall be for three years. City may also extend this agreement, at its sole option, for two (2) additional terms of one (1) year on the same terms and conditions as set forth in this Agreement.

4.2  Notice of Termination. The City reserves and has the right and privilege of immediately canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

ARTICLE 5 – NOTICES

4.1  Notices. Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, postage prepaid, and deposited in the United States mail to the respective parties as follows:

City:  
Consultant:

City Clerk  
Francisco Flores  
City of Inglewood  
Bridged Innovations Inc.  
One Manchester Boulevard  
14020 Donaldale Street  
Inglewood, CA 90301  
La Puente, CA 91746

With a copy to:  

Marie DiBernardo  
Bridged Innovations Inc.

One Manchester Boulevard  
14020 Donaldale Street

City of Inglewood  
La Puente, CA 91746

Inglewood, CA 90301

ARTICLE 6 -- NO AGENCY RELATIONSHIP

6.1  Independent Contractor. No agency relationship between Consultant and City is intended or created by this Agreement. Consultant is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of City; it being expressly understood that Consultant is and at all times shall remain a wholly independent contractor.
Consultant shall have no authority to bind City in any manner, to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred in writing by an authorized representative of City.

6.2 No Retirement/Health Benefits. Neither Consultant, nor any of Consultant’s officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights. Consultant agrees to purchase its own worker’s compensation insurance for California.

6.3 CalPERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractors under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for CalPERS benefits.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. All documents prepared, developed, or discovered by Consultant in the course of providing any services pursuant to this Agreement including but not limited to original studies, surveys, reports, data, notes, computer files, and all other documents are and shall remain the sole property of the City and may not be used, reused, or otherwise
disposed of without the permission of the City. Upon completion, expiration, or termination of
this Agreement, Consultant shall give City all such documents, including but not limited to
original studies, surveys, reports, data, notes, computer files, files, and other documents within
ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at
no cost to City.

ARTICLE 8 --

CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Consultant
in performance of this Agreement shall be considered confidential, unless such information is
in the public domain. Consultant shall not release or disclose any such information or work
product to persons or entities other than City without prior written authorization from the City
Manager, except as may be required by law.

8.2 Subpoena Response. Consultant, its officers, employees, agents, or
subcontractors, shall not voluntarily provide declarations, letters of support, and testimony at
depositions, respond to a court order or subpoena, response to interrogatories, or other
information concerning the work performed under this Agreement without City's prior written
approval.

Consultant shall promptly notify City should Consultant, its officers, employees, agents,
or subcontractors are served with any summons, complaint, subpoena, notice of deposition,
request for documents, interrogatories, request for admissions, or other discovery request,
court order, or subpoena from any party regarding this Agreement and the work performed
thereunder. City retains the right to be present at any deposition, hearing, or similar court-
ordered proceeding. Consultant agrees to cooperate fully with City and to provide City with the
opportunity to review any response to discovery requests served on Consultant and proposed
responses thereto. However, this right to review any response does not imply or mean the right
by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Consultant, or any officer, employee, agent,
or subcontractor of Consultant, provides any information of work product in violation of this
Article 9 – Insurance and Hold Harmless

9.1 Insurance Requirements:

9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and have a current A.M. Best rating of not less than A:VII.

9.1.2 Insurance Verification. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9.1.3 Commencement of Services. Consultant, and/or sub-Contractor, shall not commence services under this Agreement until it has provided evidence satisfactory to the City Attorney that it has secured all insurance required under this section. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by the Consultant, his agents, representatives, or employees. The cost of such insurance shall be borne by the Consultant.

9.2.0 Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

9.2.1 Comprehensive general liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than Two Million Dollars ($2,000,000.00) per occurrence. If a general aggregate limit applies, either the general
aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the
general aggregate limit shall be twice the required occurrence limit.

9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less than
Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate for
bodily injury and property damage.

9.2.4 Workers' compensation insurance as required by the State of California, with
Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per
accident for bodily injury or disaster. Consultant agrees to waive, and to obtain endorsements
from its workers' compensation insurer waiving, subrogation rights under its workers'
compensation insurance policy against the City and to require each of its subcontractors, if any,
to do likewise under their workers' compensation insurance policies.

9.2.5 Professional errors and omissions ("E&O") liability insurance with policy limits of
not less than Two Million Dollars ($2,000,000.00), per occurrence or claim, and $4,000,000
policy aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the
life of this Agreement and for three years after completion of the work hereunder.

9.3.0 Endorsements. The comprehensive general liability insurance and auto
insurance policies shall contain or be endorsed to contain the following provisions:

9.3.1 Additional insureds: "The City of Inglewood and its elected and appointed
boards, officers, agents, and employees are additional insureds with respect to this subject
project and contract with City."

9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the
coverage reduced, until thirty (30) days after written notice is given to City. City will accept ten
(10) days prior written notice for non-payment of premium."

9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is primary and
any other insurance maintained by the City of Inglewood shall be excess and not contributing
with the insurance provided by this policy."

9.4 Deductibles. If any of such policies provide for a deductible or self-insured
retention to provide such coverage, the amount of such deductible or self-insured retention
shall be approved in advance by City. No policy of insurance issued as to which the City is an
additional insured shall contain a provision which requires that no insured except the named
insured can satisfy any such deductible or self-insured retention.

9.5 Hold Harmless: Consultant agrees to hold City harmless from any liability for
bodily or personal injury to or death of any person and for injury to or loss of any property
resulting from or arising out of the negligent or wrongful acts of Consultant, its officers,
employees, agents, or representatives, in performance or failure to perform any services
required by this Agreement.

ARTICLE 10 -- MISCELLANEOUS

10.1 Extra Work. Consultant shall not receive compensation for any services provided
outside the scope of services listed above unless approved by the City Council, prior to
Consultant performing the additional services, approves such additional services in writing. It
is specifically understood that oral requests and/or approvals of such additional services or
additional compensation shall be barred and are unenforceable.

10.2 Authority to Sign Agreement. The person executing this Agreement on behalf
of the Consultant warrants that: (1) the Consultant is duly organized and existing; (2) he/she is
duly authorized to execute this Agreement on behalf of the Consultant; (3) by so executing this
Agreement, the Consultant is formally bound to the provisions of this Agreement; and (4) the
entering into this Agreement does not violate any provision of any other Agreement to which
the Consultant is bound.

10.3 Right to Audit. City shall have access to and the right to examine, audit, excerpt
copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City
auditors, at all reasonable times, shall have access to the offices of Consultant and its
subcontractors, and all necessary records, and shall be provided adequate working area for the
City auditors to conduct audits in compliance with this Agreement. Such working area shall
include: a desk, chair, calculator and telephone, and shall have ready access to a photocopy
and facsimile machine. City auditors shall be allowed to interview any employee of Consultant
and its subcontractors throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law.

All materials, including all pertinent financial records and proprietary data, shall be stored and maintained by Consultant at its main facility. Originals and/or copies of such documents or records shall be provided, at Consultant’s expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant’s business, City may, by written request, require that custody of such documents or records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

10.4 Non-Assignability. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of City.

10.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-
insurance in accordance with the provisions of that Code, and agrees to comply with such
provisions before commencing the performance of the Services.

10.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of
any right or obligation assumed by the Parties.

10.9 Interpretation. The parties waive any benefits from the principles of *contra
proferentum* and interpreting ambiguities against drafters. No party shall be deemed to be the
drafter of this Agreement, or of any particular provision or provisions, and no part of this
Agreement shall be construed against any party on the basis that the particular party is the
drafter of any part of this Agreement.

10.10 Titles. Article titles, paragraph titles or captions contained herein are inserted
as a matter of convenience and for reference, and in no way define, limit, extend, or describe
the scope of this Agreement or any provision hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, and when
each party hereto has signed and delivered at least one such counterpart, each counterpart
shall be deemed an original and, when taken together with the other signed counterparts, shall
constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

10.12 Severability; Invalidity. In the event that any condition or covenant herein is
held to be invalid or void by any court of competent jurisdiction, the same shall be deemed
severable from the remainder of the Agreement and shall in no way affect any other covenant
or condition herein contained as long as the invalid provision does not render the Agreement
meaningless with regard to a material term in which event the entire Agreement shall be void.
If such condition, covenant, or other provision shall be deemed invalid due to its scope of
breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted
by law.

10.13 Governing Law; Venue. This Agreement shall be interpreted, construed and
governed according to the laws of the State of California. In the event of litigation between the
parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior
Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In
the event of litigation in the United States District Court, venue shall lie exclusively in the
Central District of California, in Los Angeles.

10.14 Entire Agreement. This Agreement is the entire, complete, final and exclusive
expression of the parties with respect to the matters addressed therein and supersedes all
other Agreements or understandings, whether oral or written, or entered into between
Consultant and City prior to the execution of this Agreement. No statements, representations
or other Agreements, whether oral or written, made by any party which are not embodied
herein shall be valid and binding unless in writing and duly executed by the parties or their
authorized representatives.

IN WITNESS WHEREOF, the City of Inglewood and Consultant, have executed this
Agreement as of the date first above written.

CITY OF INGLEWOOD

BRIDGED INNOVATIONS INC.

___________________________  ____________________________
James T. Butts, Jr., Mayor     Francisco Flores, President

ATTEST:                        APPROVED AS TO FORM

___________________________  ____________________________
Aisha L. Thompson, City Clerk  Kenneth R. Campos, City Attorney
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFINES 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
Nabavian Insurance Agency, Inc.
2915 Red Hill Ave. Suite B201D
Costa Mesa, CA 92626

CONTACT NAME: Colleen Hamil
PHONE: 949-428-3321
EMAIL: Colleen@insurewithneda.com
ADDRESS: 14020 Donaldale St.
La Puente, CA 91746

INSURER(S) AFFORDING COVERAGE: Hartford
INSURER B: At-Bay Insurance
INSURER D: Office of the City Attorney
INSURER E: City of Inglewood
INSURER F: Derrald Brenneman

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

The Inglewood Police Department is listed as the Additional Insured.

CERTIFICATE HOLDER
Ingleswood Police Department
1 W Manchester Blvd.
Ingleswood, CA 90301

CANCELATION

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

AUTHORIZED REPRESENTATIVE
Neda Nabavian

© 1988-2015 ACORD CORPORATION. All rights reserved.
EXEMPTION from WORKERS’ COMPENSATION

To be exempt from worker’s compensation, you must submit an affidavit, certifying that you do not employ anyone in a manner that is subject to the workers’ compensation laws of California. (See Business and Professions Code Section 7125.)

For exemption from worker’s compensation, please complete the requested information, check the box, and sign the form.

SECTION 1 – BUSINESS NAME / SOLE PROPRIETOR NAME AND ADDRESS

FULL BUSINESS NAME
Bridged Innovations Inc.

BUSINESS MAILING ADDRESS
14020 Donaldale St

City
La Puente
State
CA
Zip
91746

SECTION 2 – CHECK BOX

☒ I do not employ anyone in the manner subject to the workers’ compensation laws of the State of California.

SECTION 3 – SIGNATURE

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that upon employing anyone in a manner that is subject to the worker’s compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California’s workers’ compensation laws, I must obtain a Certificate of Worker’s Compensation Insurance, submit that certificate to Long Beach Community College District within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law.

Date
04/14/2023

Signature of (Owner, Partner, or Officer)

[Signature]
VIA EMAIL (achanyat@cityofinglewood.org)    April 13, 2023

Anna Chanyat
Inglewood Police Department
1 W Manchester Blvd.
Inglewood, CA 90301

RE:  Exemption from Workers’ Compensation, &

Request for Waiver of $2,000,000/Occurrence and $4,000,000/Aggregate Professional Liability Insurance

Ms. Chanyat,

This letter serves to address your concerns in your email on April 13, 2023.

1. Exemption from Workers’ Compensation. Our firm, Bridged Innovations Inc., is exempt from workers’ compensation requirements in that Bridged Innovations Inc. does not employ anyone in a manner subject to the workers’ compensation laws of the State of California. I have included the attached completed affidavit which should satisfy the requirements of the Inglewood Police Department.

2. Request for Waiver of $2,000,000/Occurrence and $4,000,000/Aggregate Professional Liability Insurance. Bridged Innovations Inc. respectfully request the Inglewood Police Department waive the $2,000,000/Occurrence and $4,000,000/Aggregate professional liability insurance requirement and instead accept $2,000,000/Occurrence and $2,000,000/Aggregate professional liability insurance in its place. Due to the nature and scope of the work to be performed by Bridged Innovations inc., the insurance limits provided are more than adequate and sufficient. For this reason, we respectfully request the professional liability insurance requirements be lowered to adequately reflect the nature and scope of the work to be performed.

Thank you in advance for your time and consideration and feel free to contact me should you need any additional information or clarification.

Sincerely,

Francisco J. Flores
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 72 SBA B0812 SC

Named Insured and Mailing Address: BRIDGED INNOVATIONS INC.
14020 DONALDALE ST
LA PUENTE CA 91744

Policy Change Effective Date: 04/24/23 Effective hour is the same as stated in the Declarations Page of the Policy.

Policy Change Number: 001

Agent Name: NABAVIAN INSURANCE AGENCY INC
Code: 186791

POLICY CHANGES:
SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE BFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS ARE ADDED

COMPUTERS AND MEDIA COVERAGE
FORM SS 04 41
DEDUCTIBLE: $ 1,000

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 04/24/23

Page 001 (CONTINUED ON NEXT PAGE)
Policy Effective Date: 03/27/23
Policy Expiration Date: 03/27/24
POLICY CHANGE (Continued)

Policy Number: 72 SBA BG0812
Policy Change Number: 001

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN
THIS POLICY.
 LOCATION 001 BUILDING 001
 PERSON/ORGANIZATION: SEE FORM IH 12 00

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION
POLICY NUMBER: 72 SBA BG0812

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001
INGLEWOOD POLICE DEPARTMENT
1 W MANCHESTER BLVD.
inglewood, CA 90301
Spectrum®
Business Owner’s Policy
PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.
THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:

$ 24.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

   a. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
   b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
   c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Federal Share of Terrorism Losses</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>85%</td>
</tr>
<tr>
<td>2016</td>
<td>84%</td>
</tr>
<tr>
<td>2017</td>
<td>83%</td>
</tr>
<tr>
<td>2018</td>
<td>82%</td>
</tr>
<tr>
<td>2019</td>
<td>81%</td>
</tr>
<tr>
<td>2020 or later</td>
<td>80%</td>
</tr>
</tbody>
</table>

However, if aggregate industry insured losses under TRIA exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.
D. Cap On Insurer Liability for Terrorism Losses
   If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.
   In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions
   The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.
This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 72 SBA BG0812 SC

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: BRIDGED INNOVATIONS INC.
(No., Street, Town, State, Zip Code)
14020 DONALDALE ST
LA PUENTE CA 91746

Policy Period: From 03/27/23 To 03/27/24 365 DAYS
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: NABAVIAN INSURANCE AGENCY INC
Code: 186791

Previous Policy Number: NEW

Named Insured is: CORPORATION

Audit Period: ANNUAL

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $1,211

Countersigned by

Authorized Representative

Date

03/27/23

Form SS 00 02 12 06
Process Date: 03/27/23

Page 001 (CONTINUED ON NEXT PAGE)
Policy Expiration Date: 03/27/24
SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBA BGO812

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001  **Building:** 001

14020 DONALDALE ST
LA FUENTE CA 91746

**Description of Business:**
TECHNOLOGY SERVICE PROVIDER

**Deductible:** $1,000 PER OCCURRENCE

<table>
<thead>
<tr>
<th>BUILDING AND BUSINESS PERSONAL PROPERTY</th>
<th>LIMITS OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING</td>
<td>NO COVERAGE</td>
</tr>
</tbody>
</table>

| BUSINESS PERSONAL PROPERTY               |                      |
| REPLACEMENT COST                         | $25,000              |

| PERSONAL PROPERTY OF OTHERS              |                      |
| REPLACEMENT COST                         | NO COVERAGE          |

| MONEY AND SECURITIES                    |                      |
| INSIDE THE PREMISES                     | $10,000              |
| OUTSIDE THE PREMISES                    | $5,000               |
SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBA BG0812

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO THIS LOCATION

SUPER STRETCH FOR TECHNOLOGY AND
SOFTWARE SERVICES: FORM SS 40 61
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGE AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS
COVERAGE: $ 50,000
FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR: 30 DAYS
PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS

ACTUAL LOSS SUSTAINED BUSINESS
INCOME & EXTRA EXPENSE - SPECIFIED
LIMIT COVERAGE: FORM SS 40 60 $ 100,000

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES THE FOLLOWING EXTENSIONS
HAZARDOUS SUBSTANCES $ 50,000
EXPEDITING EXPENSES $ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY

IDENTITY RECOVERY COVERAGE $ 15,000
FORM SS 41 12

COMPUTERS AND MEDIA COVERAGE
FORM SS 04 41
DEDUCTIBLE: $ 1,000
**BUSINESS LIABILITY** | **LIMITS OF INSURANCE**
---|---
LIABILITY AND MEDICAL EXPENSES | $2,000,000
MEDICAL EXPENSES - ANY ONE PERSON | $10,000
PERSONAL AND ADVERTISING INJURY | $2,000,000

DAMAGES TO PREMISES RENTED TO YOU
ANY ONE PREMISES | $1,000,000

**AGGREGATE LIMITS**
PRODUCTS-COMPLETED OPERATIONS | $4,000,000
GENERAL AGGREGATE | $4,000,000

**BUSINESS LIABILITY OPTIONAL COVERAGES**
HIRED/NON-OWNED AUTO LIABILITY | $2,000,000

TECHNOLOGY SERVICES EXTENSION
FORM SS 40 59
SPECTRUM POLICY DECLARATIONS (Continued)
POLICY NUMBER: 72 SEA BG0812

BUSINESS LIABILITY OPTIONAL COVERAGES (Continued)

UNMANNED AIRCRAFT LIABILITY IS EXCLUDED
SEE FORM: SS 42 06
**Form Numbers of Forms and Endorsements that apply:**

| SS 00 01 03 14 | SS 00 05 10 08 | SS 00 07 07 05 | SS 00 08 04 05 |
| SS 00 38 04 04 | SS 00 45 12 06 | SS 00 60 09 15 | SS 00 61 07 19 |
| SS 00 64 09 16 | SS 01 21 02 20 | SS 02 06 03 17 | SS 04 19 04 09 |
| SS 04 22 07 05 | SS 04 24 10 09 | SS 04 26 03 00 | SS 04 27 10 09 |
| SS 04 30 07 05 | SS 04 38 09 09 | SS 04 39 07 05 | SS 04 41 03 18 |
| SS 04 42 03 17 | SS 04 44 07 05 | SS 04 45 07 05 | SS 04 46 09 14 |
| SS 04 47 04 09 | SS 04 78 12 17 | SS 04 80 03 00 | SS 04 86 03 00 |
| SS 40 18 07 05 | SS 40 59 03 15 | SS 40 60 10 12 | SS 40 61 09 07 |
| SS 40 93 07 05 | SS 41 12 06 22 | SS 41 51 10 09 | SS 41 63 06 11 |
| IH 10 01 09 86 | SS 05 18 07 92 | SS 05 47 09 15 | SS 50 50 12 01 |
| SS 51 11 03 17 | G-4190-0 | IH 12 05 02 21 | SS 50 19 01 15 |
| SS 00 46 09 19 | IH 99 40 04 09 | IH 99 41 04 09 | SS 83 76 01 15 |
| SS 84 53 09 07 | SS 89 93 07 16 | | |
SUPPLEMENTAL DECLARATIONS:

A service fee of $7.00 is charged for each installment when your premium is paid in installments. The service fee is $5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.
Spectrum Supplemental Schedule of Auditable Coverages

This schedule reflects only those locations that have classes and/or coverages that are subject to audit.

Policy Number: 72 SBA BG0812

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

| LOC/BLDG NO: | 001/001 |
| LOCATION: | 14020 DONALDALE ST |
| | LA PUENTE |
| | CA 91746 |
| CLASSIFICATION CODE NUMBER: | 11041 |
| DESCRIPTION: | TECHNOLOGY SERVICE PROVIDER |

| COVERAGE DESCRIPTION: | PREMISES/OPERATIONS COVERAGE |
| REFER TO: | BUSINESS LIABILITY COVERAGE PART FORM SS 00 08 |
| RATING BASIS: | SALES PER 1000 |
| EXPOSURE: | 100,000 |
| FINAL RATE: | 0.630 |
| ADVANCE PREMIUM: | $63.00 |

| COVERAGE DESCRIPTION: | PRODUCTS/COMPLETED OPERATIONS COVERAGE |
| REFER TO: | BUSINESS LIABILITY COVERAGE PART FORM SS 00 08 |
| RATING BASIS: | SALES PER 1000 |
| EXPOSURE: | 100,000 |
| FINAL RATE: | 0.100 |
| ADVANCE PREMIUM: | $10.00 |

| COVERAGE DESCRIPTION: | TECHNOLOGY SERVICES EXTENSION |
| REFER TO: | TECHNOLOGY SERVICES EXTENSION FORM SS 40 59 |
| RATING BASIS: | PERCENTAGE OF BUSINESS LIABILITY PREMIUM |
| EXPOSURE: | 73 |
| FINAL RATE: | 0.02 |
| ADVANCE PREMIUM: | $1.00 |
Spectrum Supplemental Schedule of Auditable Coverages  (Continued)

**Policy Number:** 72 SBA BG0812

<table>
<thead>
<tr>
<th>TOTAL ADVANCE PREMIUM</th>
<th>$74.00</th>
<th>DOES NOT INCLUDE TERRORISM OR</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOR AUDITABLE COVERAGES</td>
<td>ANY APPLICABLE STATE SURCHARGES OR FEES OR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MINIMUM PREMIUMS</td>
<td></td>
</tr>
</tbody>
</table>
SUPER STRETCH FOR TECHNOLOGY AND SOFTWARE SERVICE PROVIDERS SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch Coverage form SS 40 81 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 40 81 to determine the scope of your insurance protection.

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

<table>
<thead>
<tr>
<th>Blanket Coverage Limit of Insurance: $250,000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Blanket Coverages</strong></td>
</tr>
<tr>
<td>Accounts Receivable- On/Off Premises</td>
</tr>
<tr>
<td>Computers and Media</td>
</tr>
<tr>
<td>Debris Removal</td>
</tr>
<tr>
<td>Personal Property of Others</td>
</tr>
<tr>
<td>Temperature Change</td>
</tr>
<tr>
<td>Valuable Papers and Records- On/Off Premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airline Tickets-Theft Supplement</td>
<td>$2,000</td>
</tr>
<tr>
<td>Brands and Labels</td>
<td>Up to Business Personal Property Limit</td>
</tr>
<tr>
<td>Claim Expenses</td>
<td>$10,000</td>
</tr>
<tr>
<td>Computer Fraud</td>
<td>$5,000</td>
</tr>
<tr>
<td>Contract Penalty</td>
<td>$2,500</td>
</tr>
<tr>
<td>Contractors Equipment</td>
<td>$10,000 /$500 Min per item</td>
</tr>
<tr>
<td>Contractors Tools</td>
<td>$1,000 /$500 Max per item</td>
</tr>
<tr>
<td>Employee Dishonesty (including ERISA)</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>$25,000</td>
</tr>
<tr>
<td>Forgery</td>
<td>$25,000</td>
</tr>
<tr>
<td>Installations</td>
<td>$10,000</td>
</tr>
<tr>
<td>Laptop Computers – Worldwide Coverage</td>
<td>$10,000</td>
</tr>
<tr>
<td>Off-Premises Utility Services -- Direct Damage</td>
<td>$25,000</td>
</tr>
<tr>
<td>Outdoor Signs</td>
<td>Full Value</td>
</tr>
<tr>
<td>Pairs or Sets</td>
<td>Up to Business Personal Property Limit</td>
</tr>
<tr>
<td>Property at Other Premises</td>
<td>$25,000</td>
</tr>
<tr>
<td>Salespersons’ Samples</td>
<td>$25,000</td>
</tr>
<tr>
<td>Sewer and Drain Back Up</td>
<td>Included up to Covered Property Limits</td>
</tr>
<tr>
<td>Sump Overflow or Sump Pump Failure</td>
<td>$50,000</td>
</tr>
<tr>
<td>Tenant Building and Business Personal Property Coverage-Required By Lease</td>
<td>$20,000</td>
</tr>
<tr>
<td>Transit Property in the Care of Carriers for Hire</td>
<td>$25,000</td>
</tr>
<tr>
<td>Unauthorized Business Card Use</td>
<td>$5,000</td>
</tr>
<tr>
<td>Valuable Papers and Records-Prototype Designs- On/Off Premises</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newly Acquired or Constructed Property - 180 Days Building</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business Personal Property</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Business Income and Extra Expense</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Outdoor Property</td>
<td>$ 25,000 aggregate/ $1,000 per item</td>
</tr>
<tr>
<td>Personal Effects</td>
<td>$ 35,000</td>
</tr>
<tr>
<td>Property Off-Premises</td>
<td>$ 50,000</td>
</tr>
</tbody>
</table>

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Income Extension for Off-Premises Utility Services</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Business Income Extension for Web Sites</td>
<td>$ 50,000/ 7 days</td>
</tr>
<tr>
<td>Business Income from Dependent Properties</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Expediting Expenses</td>
<td>$ 25,000</td>
</tr>
</tbody>
</table>

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended Business Income</td>
<td>90 Days</td>
</tr>
</tbody>
</table>

The following changes apply only if the Special Property Coverage Form applies to this policy. The Limits of Insurance for the following Additional Coverages are a replacement of the limit of insurance provided under the Special Property Coverage form:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Precious Metal Theft Payment Changes</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Theft of Patterns, Dies, Molds and Forms</td>
<td>Up to Business Personal Property Limit</td>
</tr>
</tbody>
</table>

The following changes apply to Loss Payment Conditions:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation Changes</td>
<td>Included</td>
</tr>
<tr>
<td>Commodity Stock</td>
<td>Included</td>
</tr>
<tr>
<td>&quot;Finished Stock&quot;</td>
<td>Included</td>
</tr>
<tr>
<td>Mercantile Stock - Sold</td>
<td>Included</td>
</tr>
</tbody>
</table>
COMMON POLICY CONDITIONS
QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS

and

COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

A. Cancellation

B. Changes

C. Concealment, Misrepresentation Or Fraud

D. Examination Of Your Books And Records

E. Inspections And Surveys

F. Insurance Under Two Or More Coverages

G. Liberalization

H. Other Insurance - Property Coverage

I. Premiums

J. Transfer Of Rights Of Recovery Against Others To Us

K. Transfer Of Your Rights And Duties Under This Policy

L. Premium Audit

Beginning on Page

1
1
2
2
2
2
2
2
2
2
2
2
3
3
COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

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

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

   a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

      (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

         (a) Seasonal unoccupancy; or

         (b) Buildings in the course of construction, renovation or addition.

   Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

   (2) After damage by a Covered Cause of Loss, permanent repairs to the building:

      (a) Have not started; and

      (b) Have not been contracted for, within 30 days of initial payment of loss.

   (3) The building has:

      (a) An outstanding order to vacate;

      (b) An outstanding demolition order; or

      (c) Been declared unsafe by governmental authority.

   (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

   (5) Failure to:

      (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or

      (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

   c. 30 days before the effective date of cancellation if we cancel for any other reason.

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

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

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

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.
COMMON POLICY CONDITIONS

C. Concealment, Misrepresentation Or Fraud
   This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
   1. This policy;
   2. The Covered Property;
   3. Your interest in the Covered Property; or
   4. A claim under this policy.

D. Examination Of Your Books And Records
   We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys
   1. We have the right but are not obligated to:
      a. Make inspections and surveys at any time;
      b. Give you reports on the conditions we find; and
      c. Recommend changes.
   2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
      a. Are safe or healthful; or
      b. Comply with laws, regulations, codes or standards.
   3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages
   If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization
   If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage
   If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums
   1. The first Named Insured shown in the Declarations:
      a. Is responsible for the payment of all premiums; and
      b. Will be the payee for any return premiums we pay.
   2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
   3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
      a. Paid to us prior to the anniversary date; and
      b. Determined in accordance with Paragraph 2, above.
   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
   4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us
   Applicable to Property Coverage:
   If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:
   1. Prior to a loss to your Covered Property; or
   2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
a. Someone insured by this insurance;
b. A business firm:
   (1) Owned or controlled by you; or
   (2) That owns or controls you; or
c. Your tenant.
You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.
This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

L. Premium Audit
   a. We will compute all premiums for this policy in accordance with our rules and rates.
   b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Kevin Barnett, Secretary

M. Ross Fisher, President
SPECIAL PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the SECTION G - PROPERTY DEFINITIONS.

A. COVERAGE

We will pay for direct physical loss of or physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this policy) caused by or resulting from a Covered Cause of Loss.

1. Covered Property

Covered Property as used in this policy, means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. Buildings, meaning only building(s) and structure(s) described in the Declarations, including:

(1) Completed additions;
(2) Permanently installed:
   (a) Fixtures;
   (b) Machinery; and
   (c) Equipment;
(3) Outdoor fixtures;
(4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
(5) Building Glass, meaning glass that is part of a building or structure;
(6) Personal property owned by you that is used to maintain or service the buildings or structures on the premises, including:
   (a) Fire extinguishing equipment;
   (b) Outdoor furniture;
   (c) Floor coverings; and
   (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and
(7) If not covered by other insurance:
   (a) Additions under construction, alterations and repairs to the buildings or structures;
   (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the "scheduled premises", used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the building(s) described in the Declarations at the "scheduled premises" or in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", including:

(1) Property you own that is used in your business;
(2) Tools and equipment owned by your employees, which are used in your business operations;
(3) Property of others that is in your care, custody or control;
(4) "Tenant Improvements and Betterments"; and
(5) Leased personal property for which you have contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

2. Property Not Covered

Covered Property does not include:

a. Aircraft, automobiles, motor trucks and other vehicles subject to motor vehicle registration;

b. Automobiles held for sale;

c. "Money", bullion, numismatic and philatelic property and bank notes or "securities" except as provided in any Additional Coverages or Optional Coverages. Lottery tickets held for sale and postage stamps in current use and having face value are not "securities".

d. Contraband, or property in the course of illegal transportation or trade;
SPECIAL PROPERTY COVERAGE FORM

e. Land (including land on which the property is located), water, growing crops or lawns;

f. Outdoor fences, radio or television antennas (including satellite dishes), including their lead in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than those held for sale or sold but not delivered), except as any of these may be provided in the:

(1) Outdoor Property Coverage Extension;
or

(2) Outdoor Signs Optional Coverage;

g. Watercraft (including motors, equipment and accessories) while afloat;

h. The cost to research, replace or restore the information on "valuable papers and records", except as may be provided in any Coverage Extensions or Optional Coverages.

i. "Data" and "software" which exists on electronic "media" including the cost to research, replace or restore them, except as may be provided for in any Additional Coverages or Optional Coverages.

j. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided for in this policy.

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

a. Excluded in Section B., EXCLUSIONS; or

b. Limited in Paragraph A.4. Limitations; that follow.

4. Limitations

a. We will not pay for direct loss of or damage to:

(1) Property that is missing, where the only evidence of the direct physical loss or physical damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Additional Coverage for "Money" and "Securities".

(2) Property that has been transferred to a person or to a place outside the "scheduled premises" on the basis of unauthorized instructions.

(3) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains physical damage by a

Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The direct physical loss or physical damage is caused by or results from thawing of snow, sleet, or ice on the building or structure.

b. Pets and animals are covered only if:

(1) They are inside the building; and

(2) They are owned by others and boarded by you, or owned by you and held for sale or sold but not delivered.

And then we will pay only if they are killed, stolen, or their destruction is made necessary by a "specified cause of loss".

c. For direct physical loss or physical damage by "theft", the following types of property are covered only up to the limits shown:

(1) $2,500 for furs, fur garments and garments trimmed with fur;

(2) $5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $500 or less per item;

(3) $2,500 for patterns, dies, molds and forms; and

(4) $500 for stamps, lottery tickets held for sale and letters of credit.

d. Unless specifically provided under a separate endorsement and with a specific Limit of Insurance indicated in the Declarations, we will not pay for direct physical loss of or physical damage to "perishable stock" caused by or resulting from:

(1) A change in temperature or humidity resulting from:

(a) Mechanical breakdown or failure of:

(i) Stationary heating plants; or

(ii) Refrigerating, cooling, or humidity control apparatus or equipment;

(b) Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires; or

(c) Complete or partial failure of electric power on your "scheduled premises".

(2) Contamination by refrigerant.
5. Additional Coverages
   a. Collapse
      
      (1) With respect to Buildings:

      (a) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building cannot be occupied for its intended purpose;

      (b) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;

      (c) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;

      (d) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

      (2) We will pay for direct physical loss or physical damage caused by or resulting from risks of collapse of a building or any part of a building that is insured by this policy caused only by one or more of the following:

      (a) "Specified cause of loss" or breakage of building glass, if such loss or breakage was covered by this policy;

      (b) Decay that is hidden from view, unless the presence of such decay was known to an insured prior to collapse;

      (c) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

      (d) Weight of people or personal property;

      (e) Weight of rain that collects on a roof; and

      (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

      (3) If the collapse is caused by a Covered Cause of Loss listed in Paragraphs (2)(b) through (2)(f), we will pay for direct physical loss of or physical damage to the property listed below, but only if such physical loss or physical damage is a direct result of the collapse of a building insured under this policy, and the property is property covered under this policy:

      (a) Awnings; gutters and downspouts; yard fixtures; outdoor swimming pools; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

      (4) If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if

      (a) The collapse was caused by a cause of loss listed in Paragraphs (2)(a) through (2)(f) of this Additional Coverage;

      (b) The personal property which collapses is inside a building; and

      (c) The property which collapses is not of a kind listed in Paragraph (3) above, regardless of whether that kind of property is considered to be personal property or real property.

      The coverage stated in this Paragraph (4) does not apply to personal property if marring or scratching is the only damage to that personal property caused by the collapse.

      Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

      (5) This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this policy.
b. Debris Removal

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(a) The date of direct physical loss or physical damage; or

(b) The end of the policy period.

(2) The most we will pay under this additional Coverage is 25% of the amount we pay for the direct loss of or physical damage to Covered Property plus the deductible in this policy applicable to that physical loss or physical damage.

But this limitation does not apply to any additional Debris Removal limit provided in the Limits of Insurance section.

(3) This Additional Coverage does not apply to costs to:

(a) Extract "pollutants and contaminants" from land; or

(b) Remove, restore or replace polluted or contaminated land or water.

c. Equipment Breakdown

(1) We will pay for direct physical loss or physical damage caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property.

Equipment Breakdown Accident means:

(a) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

(b) Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

(c) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control.

(d) Physical loss or physical damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment.

(e) Physical loss or physical damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

Equipment Breakdown Property means Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

The following is not Equipment Breakdown Property:

(a) Any structure, foundation, cabinet, compartment or air supported structure building;

(b) Any insulating or refractory material;

(c) Any sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler system, water piping other than boiler feed water piping, boiler condensate return piping, or water piping forming a part of a refrigerating or air conditioning system;

(d) Any vehicle or any equipment mounted on a vehicle. As used here, vehicle means any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a “scheduled premises” and that receives electrical power from an external power source will not be considered a vehicle.

(e) Any equipment manufactured by you for sale.

(2) Coverage Extensions

The following coverage extensions apply only to direct physical loss or physical damage caused by or resulting from an Equipment Breakdown Accident:
(a) Hazardous Substances
We will pay in any one occurrence for the additional cost, not to exceed $50,000, to repair or replace Covered Property because of contamination by a hazardous substance. This includes the expenses to clean up or dispose of such property. Hazardous substance means any substance that is hazardous to human health or that has been declared by a government agency to be hazardous to human health.

Additional cost in this extension means those beyond what would have been required had no hazardous substance been involved.

This limit is part of and not in addition to the Limits of Insurance for Covered Property.

(b) Expediting Expenses
With respect to your damaged Covered Property, we will pay in any one occurrence, up to $50,000, for the reasonable and necessary additional expenses you incur to:

(i) Make temporary repairs; or
(ii) Expedite permanent repairs or permanent replacement.

(c) Defense
If a claim or "suit" is brought against you alleging that you are liable for damage to property of another in your care, custody or control directly caused by Equipment Breakdown we will either:

(i) Settle the claim or "suit"; or
(ii) Defend you against the claim or "suit," but keep for ourselves the right to settle it at any point.

(d) Supplementary Payments
We will pay, with respect to any claim or "suit" we defend:

(i) All expenses we incur;
(ii) The cost of bonds to release attachments, but only for bond amounts within the Limit of insurance. We do not have to furnish these bonds;

(iii) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to $100 a day because of time off from work;

(iv) All costs taxed against you in any "suit" we defend;

(v) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and

(vi) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Insurance shown in the Declarations.

These payments will not reduce the Limit of Insurance shown in the Declarations.

(e) Business Income and Extra Expense Extension
The Business Income and Extra Expense Additional Coverages are extended to provide coverage for a tenant who has a loss of income from the lack of heating, cooling or power as a result of equipment breakdown to mechanical, electrical or pressure equipment of the building owner.

(f) If Equipment Breakdown Property requires replacement due to an Equipment Breakdown Accident, we will pay your additional cost to replace it with equipment that is better for the environment, safer or more efficient than the equipment being replaced. However, we will not pay more than 125% of what the cost would have been to repair or replace with property of
comparable material and quality. This coverage does not increase any of the applicable limits. This coverage does not apply to any property indicated as being valued on an Actual Cash Value basis.

If you wish to retrofit air conditioning or refrigeration equipment that utilizes a refrigerant containing CFC (chlorofluorocarbon) substances to accept a non-CFC refrigerant or replace the system with a system using a non-CFC refrigerant, we will consider this better for the environment. Any associated Business Income or Extra Expense will be included in determining the additional cost, if Business Income and Extra Expense apply to this policy.

(3) Additional Condition - Bankruptcy
   The bankruptcy or insolvency of you or your estate will not relieve us of any obligation under this Additional Coverage.

(4) Jurisdictional Inspections:
   If any boiler or pressure vessel requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

d. Fire Department Service Charge
   When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $25,000 in any one occurrence for your liability for fire department service charges:
   (1) Assumed by contract or agreement prior to loss; or
   (2) Required by local ordinance.

e. Fire Extinguisher Recharge
   We will pay to cover your expenses for recharge of your hand fire extinguishers when they are emptied while fighting fire.

f. Forgery
   (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, or similar written promises, orders or directions to pay a sum certain in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent. This includes written instruments required in conjunction with any credit, debit, or charge card issued to you or any "employee" for business purposes.

   (2) If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the "suit", we will pay for any reasonable expenses that you incur and pay in that defense.

(3) We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:
   (a) Money orders, including counterfeit money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank that are not paid upon presentation; and
   (b) Counterfeit United States or Canadian paper currency.

(4) The most we will pay in any one occurrence, including legal expenses, under this Additional Coverage is $5,000, unless a higher Limit of Insurance is shown in the Declarations.

g. Glass Expense
   We will pay for necessary expenses incurred to:
   (1) Put up temporary plates or board up openings if repair or replacement of damaged glass is delayed;
   (2) Repair or replace encasing frames; and
   (3) Remove or replace obstructions when repairing or replacing glass that is part of a building.

   This does not include removing or replacing window displays.

h. Lock and Key Replacement
   We will pay up to $1,000 in any one occurrence for the re-keying of locks or the repair or replacement of locks at "scheduled premises" following the theft or the attempted theft of keys by burglars.

i. Money and Securities
   (1) We will pay for loss of "money" and "securities" used in your business while
at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the "scheduled premises", or in transit between any of these places, resulting directly from:

(a) "Theft";
(b) Disappearance; or
(c) Destruction.

(2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

(a) Resulting from accounting or arithmetical errors or omissions;
(b) Due to the giving or surrendering of property in any exchange or purchase; or
(c) Of property contained in any "money"-operated device unless a continuous recording instrument in the device records the amount of "money" deposited in the "money"-operated device.

(3) The most we will pay for loss in any one occurrence is:

(a) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
   (i) In or on the "scheduled premises"; or
   (ii) Within a bank or savings Institution; and

(b) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.

(4) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

j. Ordinance or Law

(1) If a Covered Cause of Loss occurs to covered Building property, we will pay on a "scheduled premises" any of the following costs that are caused by enforcement of an ordinance or law:

SPECIAL PROPERTY COVERAGE FORM

Undamaged Part

(a) For loss to the undamaged portion of the Building that requires the demolition of parts of the same property not damaged by a Covered Cause of Loss provided that any such ordinance or law resulting in this type of loss:

(i) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the "scheduled premises"; and
(ii) Is in force at the time of the loss.

The most we will pay in any one occurrence for this coverage is $25,000 as a Limit of Insurance.

Demolition Cost

(b) The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of a building, zoning or land use ordinance or law.

The most we will pay in any one occurrence for this coverage is $25,000 as a Limit of Insurance.

Increased Cost of Construction

(c) The increased cost to repair, rebuild or reconstruct the covered property, caused by enforcement of a building, zoning or land use ordinance or law.

The most we will pay in any one occurrence for this coverage is $25,000 as a Limit of Insurance.

"Tenants Improvements and Betterment"

(d) The increased cost to repair, rebuild or reconstruct "tenant's improvements and betterments" caused by enforcement of building, zoning or land use ordinance or law.

The most we will pay in any one occurrence for this coverage is $25,000 as a Limit of Insurance.

(2) Additional Exclusions

We will not pay under this Additional Coverage for:

(a) The enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or
SPECIAL PROPERTY COVERAGE FORM

remediation of property due to contamination by "pollutants and contaminants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet or dry rot, bacteria or virus; or

(b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants or contaminants", "fungi", wet or dry rot, bacteria or virus.

(c) Loss caused by, resulting from, contributed to or aggravated by earthquake or volcanic eruption.

(d) Loss due to an ordinance or law that:

(i) You were required to comply with before the loss even if the building was undamaged; and

(ii) You failed to comply with.

(3) Additional Limitations – Loss to Undamaged Portion of Building

Subject to the limit stated in Paragraph A.5.j.(1)(a), the insurance provided under this Additional Coverage for loss in value to the undamaged portion of the building is limited as follows:

(a) If Replacement Cost applies and the property is repaired or replaced on the same or another premises, we will not pay more for physical loss of or physical damage to designated Building property, including loss caused by enforcement of an ordinance or law, than:

(i) The amount you actually spend to repair, rebuild or reconstruct the Building, but not for more than the amount it would cost to restore the Building on the same premises; and

(ii) The amount it would cost to restore the undamaged portion to the same height, floor area, style and comparable quality of the original property insured.

(b) If the Building(s) Full Value Endorsement applies and the property is repaired or replaced on the same or another premises, we will not pay more for physical loss of or physical damage to designated Building property, including loss caused by enforcement of an ordinance or law, than:

(i) The amount you actually spend to repair, rebuild or reconstruct the Building, but not for more than the amount it would cost to restore the Building on the same premises; and

(ii) The amount it would cost to restore the undamaged portion to the same height, floor area, style and comparable quality of the original property insured.

(c) If Replacement Cost or the Building(s) Full Value Endorsement applies and the property is not repaired or replaced, or if Actual Cash Value applies, then we will not pay more for physical loss of or physical damage to designated Building property, including loss caused by enforcement of an ordinance or law, than the lesser of:

(i) The Actual Cash Value of the Building at the time of loss; or

(ii) The Limit of Insurance applicable to the covered Building property stated in Paragraph A.5.j.(1)(a).

(4) Additional Limitation – Demolition Cost

We will not pay more than the lesser of:

(a) The amount actually spent to demolish and clear the site of the "scheduled premises"; or

(b) The applicable Demolition Cost Limit of Insurance as stated in Paragraph A.5.j.(1)(b).

(5) Additional Limitation – Increased Cost of Construction

The insurance provided under this Additional Coverage for increased cost of construction is limited as follows:

(a) We will not pay:
(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacements are made as soon as reasonably possible after the physical loss or physical damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the Building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay is the lesser of:

(i) The increased cost of construction at the same premises; or

(ii) The applicable Increased Cost of Construction Limit of Insurance stated in Paragraph A.5.j.(1)(c).

(c) If the ordinance or law requires relocation to another premises, the most we will pay is the lesser of:

(i) The Increased Cost of Construction at the new premises; or

(ii) The applicable Increased Cost of Construction Limit of Insurance stated in Paragraph A.5.j.(1)(c).

k. "Pollutants and Contaminants" Clean Up and Removal

We will pay your expense to extract "pollutants and contaminants" from land or water at the "scheduled premises" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants and contaminants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(1) The date of direct physical loss or physical damage; or

(2) The end of the policy period.

The most we will pay in any one occurrence for each location under this Additional Coverage is $15,000 for the sum of all such expenses arising out of Covered Causes of Loss.

l. Preservation of Property

If it is necessary to move Covered Property from the "scheduled premises" to preserve it from direct physical loss or physical damage by a Covered Cause of Loss, we will pay for any direct physical loss or physical damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the direct physical loss or physical damage occurs within 45 days after the property is first moved.

m. Theft Damage to Building

This Additional Coverage applies only to premises where you are a tenant and are responsible in the lease for physical loss or physical damage to the building you lease, rent, or occupy that is caused by or results from "theft", burglary or robbery.

We will pay for direct physical loss or physical damage directly resulting from "theft", burglary or robbery (except loss by fire or explosion) to a building:

(1) You occupy, including personal property that is used to maintain or service the building; or

(2) Containing covered personal property if you are legally liable for such physical loss or physical damage.

But we will not pay for such physical loss of or physical damage to property that is away from the "scheduled premises".

n. Water Damage, Other Liquid, Powder or Molten Material Damage

If direct physical loss or physical damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the direct physical loss or physical damage except as provided in paragraph A.5.c., Equipment Breakdown of this coverage form. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

(1) Results in discharge of any substance from an automatic fire protection system; or
(2) Is directly caused by freezing.

o. Business Income

(1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:

(a) The portion of the building which you rent, lease or occupy; and

(b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".

(3) We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or physical damage.

This Additional Coverage is not subject to the Limits of Insurance.

(4) Business income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss of physical damage had occurred; and

(b) Continuing normal operating expenses incurred, including payroll.

(5) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That part or all of the "scheduled premises" is rendered untentantable as a result of a Covered Cause of Loss if coverage for Business Income applies to the policy.

p. Extra Expense

(1) We will pay reasonable and necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:

(a) The portion of the building which you rent, lease or occupy; and

(b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".

(3) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations":

(i) At the "scheduled premises";

or

(ii) At replacement premises or at temporary locations, including:

(aa) Relocation expenses; and

(bb) Cost to equip and operate the replacement or temporary location, other than those costs necessary to repair or to replace damaged stock and equipment.

(b) To minimize the suspension of business if you cannot continue "operations".

(c) (i) To repair or replace any property; or
(ii) To research, replace or restore the lost information on damaged "valuable papers and records"; to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage o., Business Income.

We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or physical damage. This Additional Coverage is not subject to the Limits of Insurance.

(4) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss if coverage for Extra Expense applies to the policy.

(5) Limitation

This Extra Expense Coverage does not apply to:

(a) Any deficiencies in insuring building or business personal property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

q. Civil Authority

(1) This insurance is extended to apply to the actual loss of Business Income you sustain when access to your "scheduled premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "scheduled premises".

(2) The coverage for Business Income will begin 72 hours after the order of a civil authority and coverage will end at the earlier of:

(a) When access is permitted to your "scheduled premises"; or

(b) 30 consecutive days after the order of the civil authority.

r. Extended Business Income

(1) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(a) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your "operations" with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred; or

(ii) 30 consecutive days after the date determined in (1)(a) above.

Loss of Business Income must be caused by direct physical loss or physical damage at the "scheduled premises" caused by or resulting from a Covered Cause of Loss.

(2) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; and

(b) That a part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss.

s. Business Income from Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to direct physical loss or physical damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is $5,000 in any one occurrence unless a higher Limit of insurance is indicated in the Declarations.
(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
   (a) Source of materials; or
   (b) Outlet for your products.

(3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(4) Dependent Property means property owned, leased or operated by others whom you depend on to:
   (a) Deliver materials or services to you or to others for your account. But services do not include:
       (i) Water, communication, power services or any other utility services; or
       (ii) Any type of web site, or Internet service.
   (b) Accept your products or services;
   (c) Manufacture your products for delivery to your customers under contract for sale; or
   (d) Attract customers to your business premises.

   The dependent property must be located in the coverage territory of this policy.

(5) The coverage period for Business Income under this Additional Coverage:
   (a) Begins 72 hours after the time of direct physical loss or physical damage caused by or resulting from a Covered Cause of Loss at the premises of the dependent property; and
   (b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:
   (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
   (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects "pollutants."

(7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

**t. Tenant Glass**

This Additional Coverage applies only to premises where you are a tenant and are responsible in the lease for such damage.

We will cover loss to glass, which is in your care, custody or control and for which the lease holds you responsible. The glass must be part of a building described in the Declarations or at a location that would be included in Coverage Extension b. Newly Acquired or Constructed Property.

The most that we will pay in any one occurrence for each location under this Additional Coverage is $25,000.

**u. Leasehold Improvements**

If your lease is cancelled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant, and you cannot legally remove "Tenant Improvements and Betterments", we will extend Business Personal Property coverage to apply to the unamortized value of "Tenants Improvement and Betterment" that remain and that you were forced to abandon.

The most we will pay in any one occurrence for loss under this Additional Coverage is $25,000.

**v. Lease Assessment**

Your Business Personal Property is extended to apply to your share of any assessment charged to all tenants by the building owner as a result of direct physical damage caused by or resulting from a Covered Cause of Loss to building property you occupy as agreed to in your written lease agreement.

We will pay no more than $2,500 in any one occurrence for this Additional Coverage.
6. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building at the "scheduled premises" or in the open (or in a vehicle) within 1,000 feet of the "scheduled premises". All Coverage Extensions are subject to the terms, conditions and exclusions of this policy, except as otherwise provided.

In addition to the Limits of Insurance, you may extend the insurance provided by this policy as follows:

a. Accounts Receivable

(1) You may extend the insurance that applies to your Business Personal Property, to apply to your accounts receivable.

We will pay for:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by the physical loss or physical damage; and

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable; that result from direct physical loss of or physical damage to your records of accounts receivable.

(2) Paragraph A.3., Covered Causes of Loss, and Section B., Exclusions, do not apply to this Additional Coverage except for:

(a) Paragraph B.1.b., Governmental Action;

(b) Paragraph B.1.c., Nuclear Hazard; and

(c) Paragraph B.1.e., War and Military Action.

(3) Additional Exclusions

(a) Dishonest acts by you, anyone else with an interest in the records of accounts receivable, or your or their employees or authorized representatives, or anyone entrusted with the records of accounts receivable, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

This exclusion does not apply to a carrier for hire.

(b) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities," or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

(c) Bookkeeping, accounting or billing errors or omissions.

(d) Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct physical loss or physical damage caused by Lightning.

(e) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

(f) Unauthorized instructions to transfer property to any person or to any place.

(4) We will not pay for direct physical loss or physical damage that requires any audit of records or any inventory computation to prove its factual existence.

(5) The most we will pay in any one occurrence for direct physical loss of or physical damage to your accounts receivable at each "scheduled premises" is $25,000.

(6) The most we will pay in any one occurrence for direct physical loss of or physical damage to accounts receivables away from the "scheduled premises", including while in transit, is $25,000.

b. Arson and "Theft" Reward

(1) In the event that a covered fire loss was the result of an act of arson, we will reimburse you for rewards you pay for information leading to convictions for that act of arson.
(2) In the event of a covered “theft” loss, we will reimburse you for rewards you pay for information leading to convictions for the “theft” loss. The most we will pay to reimburse you in any one occurrence for arson or “theft” rewards is $10,000. This is additional insurance. The deductible does not apply to these reimbursements.

c. Data and Software
We will pay up to $10,000 in any one occurrence to cover your costs to research, replace or restore "data" or "software" which exists or existed on electronic or magnetic "media" that is lost or damaged as a result of direct physical loss or physical damage to "computer equipment" at the "scheduled premises".

d. Garages, Storage Buildings and Other Appurtenant Structures
(1) You may extend the insurance that applies to Building to apply to garages, storage buildings and other appurtenant structures, except outdoor fixtures, at the "scheduled premises".
The most we will pay in any one occurrence for direct physical loss or physical damage under this Extension is $50,000 at each "scheduled premises".

(2) You may extend the insurance that applies to Business Personal Property in garages, storage buildings and other appurtenant structures at the "scheduled premises".
The most we will pay in any one occurrence for direct physical loss or physical damage under this Extension is $5,000 at each "scheduled premises".

e. Newly Acquired or Constructed Property
(1) You may extend the insurance that applies to Building to apply to:
(a) Your new buildings while being built on the "scheduled premises"; and
(b) Buildings you acquire at locations other than the "scheduled premises", intended for:
(i) Similar use as the Building described in the Declarations; or
(ii) Use as a warehouse.

The most we will pay in any one occurrence for loss or damage under this Extension is 25% of the Limit of Insurance for Building shown in the Declarations, but not more than $500,000 at each premises.

(2) You may extend the insurance that applies to Business Personal Property to apply to:
(a) Property at any premises you acquire or construct;
(b) Business Personal Property, including such property that you newly acquire, located at your newly constructed building, or
(c) Business Personal Property that you newly acquire, located at the "scheduled premises".
This extension does not apply to:
(a) Personal Property that you temporarily acquire in the course of installing or performing work on such property;
(b) Personal property of others that you temporarily acquire in the course of your wholesaling activity.
(c) Merchandise held for sale, except as provided under Paragraph C.6. Business Personal Property Limit – Seasonal Increase.
The most we will pay in any one occurrence for direct physical loss or physical damage under this Extension is $250,000 at each premises.

(3) You may extend the insurance that applies to Business Income and Extra Expense to apply to newly acquired or constructed locations.
The most we will pay in any one occurrence under this Extension is $50,000.

(4) If Covered Property is moved to a new premises endorsed onto this policy, from a "scheduled premises" being endorsed off this policy, the Limit of Insurance applicable to that vacated premises will apply proportionately to both premises as the property is moved. This coverage applies to up to 180 days after the move begins or upon completion of the move, whichever is sooner. This coverage does not apply to Business Personal Property while in transit.
(5) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:
   (a) This policy expires;
   (b) 180 days after you acquire or begin to construct the property, or
   (c) You report values to us.
We will charge you additional premium for values reported from the day construction begins or you acquire the property.

f. Outdoor Property
You may extend the insurance provided by this policy to apply to your outdoor:
   (1) Fences, signs (other than signs attached to buildings), trees, shrubs and plants caused by or resulting from any of the following causes of loss:
      (a) Fire;
      (b) Lightning;
      (c) Explosion;
      (d) Riot or Civil Commotion; and
      (e) Aircraft.
The most we will pay in any one occurrence for direct physical loss or physical damage, including debris removal expense, under this Extension is $10,000 but not more than $1,000 for any one tree, shrub or plant.
   (2) Radio and television antennas (including satellite dishes) caused by or resulting from any of the following causes of loss:
      (a) Fire;
      (b) Lightning;
      (c) Windstorm;
      (d) Ice, Snow, Sleet or Hail;
      (e) Explosion;
      (f) Riot or Civil Commotion; and
      (g) Aircraft.
The most we will pay in any one occurrence for direct physical loss or physical damage, including debris removal expense, under this Extension is $2,000.

g. Personal Effects
You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners, "managers", "members", or your employees.

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The most we will pay in any one occurrence for physical loss or physical damage under this Extension is $10,000 at each "scheduled premises".

h. Property Off-Premises
   (1) You may extend the insurance that applies to Building to apply to such property that is temporarily at a location you do not own, lease or operate. This Extension applies only if physical loss or physical damage is caused by or resulting from a Covered Cause of Loss. This Extension does not apply to property in course of transit.
The most we will pay in any one occurrence under this coverage extension is $5,000.
   (2) You may extend the insurance that applies to Business Personal Property to apply to such property, other than Accounts Receivable, "money" and "securities" while:
      (a) In the course of transit and more than 1,000 feet from the "scheduled premises". Property must be in or on, but not permanently attached to or installed in, a motor vehicle you own, lease or operate while between points in the coverage territory; or
      (b) Temporarily at a premises you do not own, lease or operate.
      (c) At a premises owned, leased, operated or used by you and the Business Personal Property is a vending machine.
      (d) In or on, but not permanently attached to or installed in, motor vehicles operated by your employees in the course of your business operations.
      (e) On temporary public display, or while being used at fairs, exhibitions, expositions, or trade shows or while in transit to and from these temporary sites.
The most we will pay in any one occurrence under this Extension is $2,500.

i. Valuable Papers and Records - Cost of Research
You may extend the insurance that applies to Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged "valuable papers and records", for which duplicates do not exist.
The most we will pay in any one occurrence under this Extension is $25,000 at each "scheduled premises". For "valuable papers and records" not at the "scheduled premises", including while in transit, the most we will pay in any one occurrence is $25,000.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Earth Movement

(1) Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground tectonic forces resulting in breaking, shifting, rising, settling, sinking or lateral movement;

(2) Landslide, including any earth sinking, rising or shifting related to such event;

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of a building. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface;

But if Earth Movement, as described in Paragraphs (1) through (4) above, results in fire or explosion, we will pay for the physical loss or physical damage caused by that fire or explosion.

(5) Volcanic eruption, meaning the eruption, explosion or effusion of a volcano. But if physical loss or physical damage by fire or volcanic action results, we will pay for that resulting physical damage. Volcanic action means direct physical loss or physical damage resulting from the eruption of a volcano when the physical loss or physical damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust, or particulate matter; or

(c) Lava flow.

(d) All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust, or particulate matter. That does not cause direct physical loss or physical damage to Covered Property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

c. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination however caused.

But if physical loss or physical damage by fire results, we will pay for that resulting physical loss or physical damage.

d. Power Failure

The failure of power or other utility service supplied to the "scheduled premises", however caused, if the failure occurs away from the "scheduled premises". Failure includes lack of sufficient capacity and reduction in supply necessary to maintain normal operations.

But if physical loss or physical damage by a Covered Cause of Loss results, we will pay for that resulting physical loss or physical damage.

e. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

f. Water

(1) Flood, including the accumulation of surface water, waves, tides, tidal waves, overflow of streams or any other bodies of water, or their spray, all whether driven by wind or not;
(2) Mudslide or mud flow;
(3) Water that backs up from a sewer or drain; or
(4) Water under the ground surface pressing on, or flowing or seeping through:
   (a) Foundations, walls, floors or paved surfaces;
   (b) Basements, whether paved or not; or
   (c) Doors, windows or other openings.
   But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting physical loss or physical damage.
(5) Water damage caused by or resulting from earthquake or volcanic eruption:
   (a) Earthquake means a shaking or trembling of the earth's crust, caused by underground tectonic forces resulting in breaking, shifting, rising, settling, sinking or lateral movement or other movement;
   (b) Volcanic eruption means the eruption, explosion or effusion of a volcano.

g. Neglect
   Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

2. We will not pay for physical loss or physical damage caused by or resulting from:
   a. Consequential Losses: Delay, loss of use or loss of market.
   b. Smoke, Vapor, Gas: Smoke, vapor or gas from agricultural smudging or industrial operations.
   c. Miscellaneous Types of Loss:
      (1) Wear and tear;
      (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
      (3) Smog;
      (4) Settling, cracking, shrinking or expansion;
      (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, mold, spore or other animals;

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(6) The following causes of loss to personal property:
   (a) Dampness or dryness of atmosphere;
   (b) Changes in or extremes of temperature; or
   (c) Marring or scratching.
   But if physical loss or physical damage by the "specified causes of loss", building glass breakage or Equipment Breakdown Accident results, we will pay for that resulting physical loss or physical damage.

d. Frozen Plumbing: Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
   (1) You do your best to maintain heat in the building or structure; or
   (2) You drain the equipment and shut off the supply if the heat is not maintained.

e. Dishonesty: Dishonest or criminal act by you, any of your partners, "members", officers, "managers", employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
   (1) Acting alone or in collusion with others; or
   (2) Whether or not occurring during the hours of employment.
   This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

f. False Pretense: Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

g. Exposed Property: Rain, snow, ice or sleet to personal property in the open, except as provided in the Coverage Extension for Outdoor Property.

h. Collapse: Collapse, except as provided in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the "scheduled premises", we will pay for that resulting loss or damage.

i. Pollution: We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants and
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contaminants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if physical loss or physical damage by the "specified causes of loss" results, we will pay for the resulting physical loss or physical damage caused by the "specified cause of loss."

3. We will not pay for loss or damage caused by or resulting from any of the following. But if physical loss or physical damage by a Covered Cause of Loss results, we will pay for that resulting physical loss or physical damage.

a. Weather conditions: Weather conditions. This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the physical loss or physical damage.

b. Acts or Decisions: Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work: Faulty, inadequate or defective:
   (1) Planning, zoning, development, surveying, siting;
   (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
   (3) Materials used in repair, construction, renovation or remodeling; or
   (4) Maintenance of part or all of any property on or off the "scheduled premises".

4. Business Income and Extra Expense Exclusions. We will not pay for:

a. Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
   (1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
   (2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".

b. Any other consequential loss.

5. Equipment Breakdown Exclusion

We will not pay for physical loss or physical damage caused by or resulting from any of the following tests:

(a) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or

(b) An insulation breakdown test of any type of electrical equipment.

C. LIMITS OF INSURANCE

1. The most we will pay for physical loss or physical damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

2. The most we will pay for physical loss of or physical damage to outdoor signs attached to buildings is $5,000 per sign in any one occurrence.

3. The limits applicable to:

a. Coverage Extensions; and

b. The following Additional Coverages:
   (1) Accounts Receivable,
   (2) Fire Department Service Charges,
   (3) Fire Extinguisher Recharge, and
   (4) "Pollutants and Contaminants" Clean Up and Removal
   are in addition to the Limits of Insurance.

4. Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

a. Preservation of Property; or

b. Debris Removal; but if:
   (1) The sum of direct physical loss or physical damage and Debris Removal expense exceeds the Limit of Insurance; or
   (2) The Debris Removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage.

   We will pay up to an additional $10,000 for each location stated in the Declarations in any one occurrence under the Debris Removal Additional Coverage.

5. Building Limit - Automatic Increase

a. The Limit of Insurance for Buildings will automatically increase annually by 8%.

b. The amount of increase will be:
   (1) The Limit of Insurance for Buildings that applied on the most recent of the policy
inception date, policy anniversary date, or the date of any other policy change
amending the Buildings limit, times

(2) The percentage of annual increase shown above, expressed as a decimal (.08); times

(3) The number of days since the beginning of the current policy year or the effective
date of the most recent policy change
amending the Limit of Insurance for Buildings, divided by 365.

Example: The applicable Limit of Insurance
for Buildings is $100,000. The annual
percentage increase is 8%. The number of
days since the beginning of the policy
period (or last policy change) is 146.

The amount of increase is:
$100,000 X .08 X 146 divided by 365 =
$3,200

6. Business Personal Property Limit -
Seasonal Increase

a. The Limit of Insurance for Business
Personal Property will automatically
increase by 25% to provide for seasonal
variations.

b. This increase will apply only if all Limits of
Insurance shown in the Declarations for
Business Personal Property at the
"scheduled premises" is at least 100% of
your average monthly values during the
lesser of:
(1) The 12 months immediately preceding
the date the physical loss or physical
damage occurs; or

(2) The period of time you have been in
business as of the date the physical
loss or physical damage occurs.

D. DEDUCTIBLES

1. We will not pay for physical loss or physical
damage in any one occurrence until the
amount of physical loss or physical damage
exceeds the Deductible shown in the
Declarations. We will then pay the amount of
loss or damage in excess of the Deductible up to
the applicable Limit of Insurance.

2. Except as otherwise listed, the deductible
applicable to Additional Coverages and
Coverage Extensions is the Special Property
Coverage Form is $250.

3. A $250 deductible applies to the following
Glass Coverages, unless Glass Coverage is
provided under a separate coverage form:

   a. Building Glass
   b. Glass Expense
   c. Tenant Glass

4. Unless a separate deductible is shown in the
Declarations, the deductible applicable to the
following Additional Coverages or Coverage
Extensions is $250, whether the coverage is
provided under this coverage form, provided
on a separate coverage form or the coverage
is provided in a form that includes a package of
coverages, such as a Stretch endorsement:

   a. Accounts Receivable;
   b. Fine Arts
   c. Outdoor Signs; and
   d. "Valuable Papers and Records";

5. Unless a separate deductible is shown in the
Declarations, the deductible applicable to the
following Additional Coverages or Coverage
Extensions is $100, whether the coverage is
provided under this coverage form, provided
on a separate coverage form or the coverage
is provided in a form that includes a package of
coverages, such as a Stretch endorsement:

   a. Employee Dishonesty; and
   b. Temperature Change.

6. No deductible applies to the following Coverage
Extensions and Additional Coverages:

   a. Fire Extinguisher Recharge;
   b. Preservation of Property;
   c. Fire Department Service Charge;
   d. Business Income, Extra Expense, Civil
Authority and Extended Business Income;
   e. Arson Reward; and
   f. Lock and Key Replacement

6. The Deductible applicable to the following
Additional Coverages is the policy deductible
or the deductible shown in the Declarations for
the following coverage:

   a. Equipment Breakdown;
   b. Ordinance or Law Coverage; and
   c. Leasehold Improvements.

7. Each deductible applicable to this policy shall be
applied separately but only to the coverage
specified, and the total deductible for all losses in
any one occurrence shall be the highest
deductible amount that applies to the occurrence.

E. PROPERTY LOSS CONDITIONS

1. Abandonment
   There can be no abandonment of any property
to us.
SPECIAL PROPERTY COVERAGE FORM

2. Appraisal
   If we and you disagree on the amount of loss, either may make written demand for an
   appraisal of the loss. In that event, each party will select a competent and impartial appraiser.
   The two appraisers will select an umpire. If they cannot agree, either may request that
   selection be made by a judge of a court having jurisdiction. The appraisers will state
   separately the amount of loss.

   If they fail to agree, they will submit their differences to the umpire. A decision agreed to
   by any two will be binding. Each party will:
   a. Pay its chosen appraiser; and
   b. Bear the other expenses of the appraisal
   and umpire equally.

   If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage
   You must see that the following are done in the event of loss or damage to Covered Property:
   a. Notify the police if a law may have been
   broken.
   b. Give us prompt notice of the physical loss or physical damage. Include a description
   of the property involved.
   c. As soon as possible, give us description of
   how, when and where the physical loss or
   physical damage occurred.
   d. Take all reasonable steps to protect the
   Covered Property from further damage by
   a Covered Cause of Loss. If feasible, set
   the damaged property aside in the best
   possible order for examination. Also, keep
   a record of your expenses for emergency
   and temporary repairs, for consideration in
   the settlement of the claim.

   This will not increase the Limits of Insurance.
   e. At our request, give us complete
   inventories of the damaged and undamaged property. Include quantities,
   costs, values and amount of loss claimed.
   f. Permit us to inspect the property and records
   proving the loss or damage. Also permit us to
   take samples of damaged property for
   inspection, testing and analysis.
   g. If requested, permit us to question you
   under oath at such times as may be
   reasonably required about any matter
   relating to this insurance or your claim,
   including your books and records. In such
   event, your answers must be signed.

   h. Send us a signed, sworn statement of loss
   containing the information we request to
   investigate the claim. You must do this
   within 60 days after our request. We will
   supply you with the necessary forms.
   i. Cooperate with us in the investigation or
   settlement of the claim.
   j. Resume part or all of your "operations" as
   quickly as possible.

4. Legal Action Against Us
   No one may bring a legal action against us under this insurance unless:
   a. There has been full compliance with all of
      the terms of this insurance; and
   b. The action is brought within 2 years after
      the date on which the direct physical loss
      or physical damage occurred.

5. Loss Payment
   In the event of physical loss or physical damage covered by this policy:
   a. At our option we will either:
      (1) Pay the value of physically lost or
           physically damaged property, as
           described in paragraph d. below;
      (2) Pay the cost of repairing or replacing
           the physically lost or physically
           damaged property, plus any reduction
           in value of repaired items;
      (3) Take all or any part of the property at
           an agreed or appraised value; or
      (4) Repair, rebuild or replace the property
           with other property of like kind and
           quality.
   b. We will give notice of our intentions within
      30 days after we receive the sworn
      statement of loss.
   c. We will not pay you more than your
      financial interest in the Covered Property.
   d. We will determine the value of Covered
      Property as follows:
      (1) At replacement cost (without deduction
          for depreciation), except as provided in
      (2) through (7) below.
      (a) You may make a claim for physical
          loss or physical damage covered
          by this insurance on an actual
          cash value basis instead of on a
          replacement cost basis. In the
          event you elect to have physical
          loss or physical damage settled on
          an actual cash value basis, you
          may still make a claim on a
replacement cost basis if you notify us of your intent to do so within 180 days after the physical loss or physical damage.

(b) We will not pay on a replacement cost basis for any physical loss or physical damage:

(i) Until the physically lost or physically damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the physical loss or physical damage. However, if the cost to repair or replace the damaged property is $2,500 or less, we will settle the loss according to the provisions of Paragraphs d.(1)(a) and d.(1)(b) above whether or not the actual repair or replacement is complete.

(c) We will not pay more for physical loss or physical damage on a replacement cost basis than the least of:

(i) The cost to replace, on the same premises, the physically lost or physically damaged property with other property of comparable material and quality and which is used for the same purpose; or

(ii) The amount you actually spend that is necessary to repair or replace the physically lost or physically damaged property.

(2) If the Actual Cash Value - Buildings option applies, as shown in the Declarations, paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.

(3) The following property at actual cash value:

(a) Manuscripts;

(b) Works of art, antiques or rare articles, including etchings, pictures, statuary, objects of marble, bronzes, porcelains and bric-a-brac.

SPECIAL PROPERTY COVERAGE FORM

(c) Household contents, except personal property in apartments or rooms furnished by you as landlord.

(4) Glass at the cost of replacement with safety glazing material if required by law.

(5) “Tenants’ Improvements and Betterments” at:

(a) Replacement cost if you make repairs promptly.

(b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the physical loss or physical damage to the expiration of the lease; and

(ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing, if others pay for repairs or replacement.

(6) “Valuable Papers and Records”, at the cost of:

(a) Blank materials for reproducing the records; and

(b) Labor to transcribe or copy the records.

(7) “Money” and “Securities”:

(a) “Money” at its face value; and

(b) “Securities” at their value at the close of business on the day the loss is discovered.

(8) The value of United States Government Internal Revenue taxes and custom duties and refundable state and local taxes paid or fully determined on the following property held for sale will not be considered in determining the value of Covered Property:

(a) Distilled spirits;

(b) Wines;
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(c) Rectified products; or
(d) Beer.

(9) Applicable to Accounts Receivable:
   (a) If you can not accurately establish
       the amount of the accounts
       receivable outstanding as of the
       time of physical loss or physical
       damage the following method will
       be used:
           (i) Determine the total of the
               average monthly value of
               accounts receivable for 12
               months immediately preceding
               the month in which the direct
               physical loss or physical
               damage occurred; and
           (ii) Adjust the total determined in
                paragraph (i) above for any
                normal fluctuations in the
                value of accounts receivable
                for the month in which the
                direct physical loss or physical
                damage occurred for any
                demonstrated variance from
                the average of that month.

   (b) The following will be deducted
       from the total value of accounts
       receivable, however that value is
       established:
           (i) The value of the accounts for
               which there is no physical loss
               or physical damage;
           (ii) The value of the accounts that
                you are able to re-establish or
                collect;
           (ii) A value to allow for probable
                bad debts that you are
                normally unable to collect; and
           (iv) All unearned interest and
                services charged.

e. Our payment for physical loss of or
   physical damage to personal property
   of others will only be for the account of the
   owners of the property. We may adjust
   losses with the owners of physically lost or
   physically damaged property if other than
   you. If we pay the owners, such payment
   will satisfy your claims against us for the
   owners' property.

   We will not pay the owners more than their
   financial interest in the Covered Property.

f. We may elect to defend you against suits
   arising from claims of owners of property.
   We will do this at our expense.

g. We will pay for covered physical loss or
   physical damage within 30 days after we
   receive the sworn statement of loss, if:
   (1) You have complied with all of the
       terms of this policy; and
   (2) (a) We have reached agreement with
           you on the amount of loss, or
           (b) An appraisal award has been made.

h. The following condition applies to any loss
   payment for Extra Expense:

   We will deduct from the total Extra
   Expense to be paid:
   (1) The salvage value that remains of any
       property bought for temporary use
       during the Period of Restoration, once
       business operations are resumed; and
   (2) Any Extra Expense that is paid for by
       other insurance.

6. Recovered Property

   If either you or we recover any property after
   loss settlement, that party must give the other
   prompt notice. At your option, you may retain
   the property. But then you must return to us the
   amount we paid to you for the property. We will
   pay recovery expenses and the expenses to
   repair the recovered property, subject to the
   Limits of Insurance.

7. Resumption of Operations

   In the event of physical loss or physical
   damage at the "scheduled premises" you must
   resume all or part of your "operations" as
   quickly as possible.

   We will reduce the amount of your:

   a. Business income loss, other than Extra
      Expense, to the extent you can resume
      your "operations", in whole or in part, by
      using damaged or undamaged property
      (including merchandise or stock) at the
      "scheduled premises" or elsewhere.

   b. Extra Expense loss to the extent you can
      return "operations" to normal and
      discontinue such Extra Expense.

8. Vacancy

   a. Description of Terms

      (1) As used in this Vacancy Condition, the
          term building and the term vacant have
          the meanings set forth in Paragraphs.

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(a) and (b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where physical loss or physical damage occurs has been vacant for more than 60 consecutive days before that physical loss or physical damage occurs:

(1) We will not pay for any physical loss or physical damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you had protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the physical loss or physical damage by 15%.

F. PROPERTY GENERAL CONDITIONS

1. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at one or more locations will not affect coverage at any location where, at the time of physical loss or physical damage, the breach of condition does not exist.

2. Mortgage Holders

a. The term mortgage holder includes trustee.

b. We will pay for covered physical loss of or physical damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this policy will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any physical loss or physical damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.
SPECIAL PROPERTY COVERAGE FORM

f. If we cancel this policy, we will give written notice to the mortgage holder at least:
   (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
   (2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

3. No Benefit to Bailee
No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Policy Period, Coverage Territory
Under this form:
   a. We cover physical loss or physical damage commencing:
      (1) During the policy period shown in the Declarations; and
      (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
   But we do not cover physical loss or physical damage that is also covered by a preceding policy.
   b. The coverage territory is:
      (1) The United States of America (including its territories and possessions);
      (2) Puerto Rico; and
      (3) Canada.

5. Additional Conditions
The following conditions apply to paragraph A.5.u., Forgery Additional Coverage:
   a. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
   b. You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.
   c. The Coverage Territory is revised to cover loss you sustain anywhere in the world.

G. PROPERTY DEFINITIONS
1. "Computer" means a programmable electronic device that can store, retrieve and process "data".

2. "Computer Equipment" means "computers", "peripheral devices", "media", and manuals that are purchased to be used in conjunction with hardware and "software".

3. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

4. "Data" means information or facts stored in a "computer's" memory, on "software" or on "media".

5. "Finished Stock" means stock you have manufactured.
"Finished Stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this policy.

6. "Manager" means a person serving in a directorial capacity for a limited liability company.

7. "Media" means the material used solely with the "computer" or "peripheral device" upon which "software" or "data" is stored, such as tapes, CD-ROMs or disks.

8. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

9. "Messenger" means you, any any of your partners or any employee while having care and custody of the property outside your premises.

10. "Money" means:
    a. Currency, coins and bank notes whether or not in current use; and
    b. Travelers checks, registered checks and money orders held for sale to the public.

11. "Operations" means your business activities occurring at the "scheduled premises" and tenancy of the "scheduled premises".

12. "Period of Restoration" means the period of time that:
    a. Begins with the date of direct physical loss or physical damage caused by or resulting from a Covered Cause of Loss at the "scheduled premises", and
    b. Ends on the date when:
       (1) The property at the "scheduled premises" should be repaired, rebuilt or replaced with reasonable speed and similar quality;
       (2) The date when your business is resumed at a new, permanent location.
"Period of Restoration" does not include any increased period required due to enforcement of any law that:

a. Regulates the construction, use or repair, or required the tearing down of any property; or

b. Regulates the prevention, control, repair, clean up or restoration of environmental damage.

The expiration date of this policy will not cut short the "period of restoration".

13. "Peripheral Device" means any physical unit used to operate the "computer" that cannot be used for purposes other than as part of the computer's system, such as tape or disk drives, printers, or modems.

14. "Perishable Stock" means personal property:

a. Maintained under controlled conditions for its preservation; and

b. Susceptible to physical loss or physical damage if the controlled conditions change.

15. "Pollutants and Contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, or any other material which causes or threatens to cause physical loss, physical damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property, or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Scheduled Premises" means any premises listed by location address in the Scheduled Premises section of the Declarations.

17. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets except Lottery Tickets, revenue and other non-postage stamps whether or not in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue;

but does not include "money."

18. "Software" means instructions or programs that are stored on "media" and which instruct the hardware as to how to process "data".

19. "Specified Cause of Loss" means the following:

Fire; lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. It does not include the cost of filling sinkholes.

b. Falling objects does not include loss of or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

20. "Suit" means a civil proceeding and includes:

a. An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.

21. "Tenant Improvements and Betterments" means fixtures, alterations, installations or additions made a part of the Building you occupy but do not own and that you cannot legally remove; and

a. Which are made at your expense; or

b. That you acquired from the prior tenant at your expense.

22. "Theft" means the act of stealing.

23. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" and "securities", "data" and "software" or the materials on which the "data" and "software" is recorded.
BUSINESS LIABILITY COVERAGE FORM
# QUICK REFERENCE

**BUSINESS LIABILITY COVERAGE FORM**

**READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

   Insuring Agreement
   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

   We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
   (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

   b. This insurance applies:
   (1) To "bodily injury" and "property damage" only if:
   (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (b) The "bodily injury" or "property damage" occurs during the policy period; and
   (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

   (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

   c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
BUSINESS LIABILITY COVERAGE FORM

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

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

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

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

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

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

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of Insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.
b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

   (a) Agrees in writing to:

      (i) Cooperate with us in the investigation, settlement or defense of the "suit";

      (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

      (iii) Notify any other insurer whose coverage is available to the indemnitee; and

      (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

   (b) Provides us with written authorization to:

      (i) Obtain records and other information related to the "suit"; and

      (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

   This insurance does not apply to:

   a. Expected Or Intended Injury

      (1) "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; or

      (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

   b. Contractual Liability

      (1) "Bodily injury" or "property damage"; or

      (2) "Personal and advertising injury"

      for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

   This exclusion does not apply to liability for damages because of:

      (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily Injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or
(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily Injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is:
   (a) Less than 51 feet long; and
   (b) Not being used to carry persons for a charge;
(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

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

i. War

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

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;
(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
(3) Supervisory, inspection, architectural or engineering activities;
(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
(5) Any health or therapeutic service treatment, advice or instruction;
(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:
   (a) Body piercing (not including ear piercing);
   (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
   (c) Similar services;
(10) Services in the practice of pharmacy;
and
(11) Computer consulting, design or programming services, including website design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property
   "Property damage" to:
   (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
   (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
   (3) Property loaned to you;
   (4) Personal property in the care, custody or control of the insured;
   (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
   (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you 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 Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product
   "Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work
   "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured
   "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
   (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
   (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
(3) Arising out of a criminal act committed by or at the direction of the insured;
(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
(6) Arising out of the wrong description of the price of goods, products or services;
(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;
(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:
(a) Advertising, broadcasting, publishing or telemarketing;
(b) Designing or determining content of web sites for others; or
(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. - Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telemarketing;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:
(a) An "advertisement" for others on your web site;
(b) Placing a link to a web site of others on your web site;
(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
(d) Computer code, software or programming used to enable:
(i) Your web site; or
(ii) The presentation or functionality of an "advertisement" or other content on your web site;
(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data
Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices
"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:
   (a) Refusal to employ that person;
   (b) Termination of that person's employment; or
   (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos
(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard";

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.
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2. Applicable To Medical Expenses Coverage
   We will not pay expenses for "bodily injury":
   a. Any Insured
      To any insured, except "volunteer workers".
   b. Hired Person
      To a person hired to do work for or on behalf of any insured or a tenant of any insured.
   c. Injury On Normally Occupied Premises
      To a person injured on that part of premises you own or rent that the person normally occupies.
   d. Workers' Compensation And Similar Laws
      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
   e. Athletics Activities
      To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
   f. Products-Completed Operations Hazard
      Included with the "products-completed operations hazard".
   g. Business Liability Exclusions
      Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. Employees And Volunteer Workers
      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
      However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of that equipment, and only if no other insurance of any kind is available to the person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 18 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written
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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coversages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(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 such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor 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:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

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

D. LIABILITY AND MEDICAL EXPENSES
LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of those.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.
If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

E. LIABILITY AND MEDICAL EXPENSES

GENERAL CONDITIONS

1. Bankruptcy
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
   a. Notice Of Occurrence Or Offense
      You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. Notice Of Claim
      If a claim is made or "suit" is brought against any insured, you or any additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

   c. Assistance And Cooperation Of The Insured
      You and any other involved insured must:

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(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost
   No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance
   If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity. However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit
   Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:
   (1) You or any additional insured that is an individual;
   (2) Any partner, if you or an additional insured is a partnership;
   (3) Any manager, if you or an additional insured is a limited liability company;
   (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
   (5) Any trustee, if you or an additional insured is a trust; or
   (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.
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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws
a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us
No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

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

5. Separation Of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations
a. When You Accept This Policy
By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards
If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance
If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance
This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance
This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

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

(2) Premises Rented To You
That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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

(4) Aircraft, Auto Or Watercraft
If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators
If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.
(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

C. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
F. OPTIONAL ADDITIONAL INSURED COVERAGE

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph B. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   a. In the performance of your ongoing operations; or
   b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to:
   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor Of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to:
   (1) Any "occurrence" that takes place after you cease to lease that land; or
   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional
Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor 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:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.
BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

   (2) Television;

   (3) Billboard;

   (4) Magazine;

   (5) Newspaper;

b. The Internet, but only that part of a website that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
c. All other parts of the world if the injury or damage arises out of:
   (1) Goods or products made or sold by you in the territory described in a. above;
   (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
   (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
   a. Stored as or on;
   b. Created or used on; or
   c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
   b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement; or
   f. That part of any other contract or agreement pertaining to your business (Including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
   Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
   However, Paragraph f. does not include that part of any contract or agreement:
BUSINESS LIABILITY COVERAGE FORM

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
e. Oral, written or electronic publication of material that violates a person's right of privacy;
f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
         (a) When all of the work called for in your contract has been completed.
         (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
         (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

BUSINESS LIABILITY COVERAGE FORM

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:
   (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
   (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

23. "Volunteer worker" means a person who:
   a. Is not your "employee";
BUSINESS LIABILITY COVERAGE FORM

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

   (a) You;

   (b) Others trading under your name;

   or

   (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.
BUSINESS LIABILITY COVERAGE FORM

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Sub- subparagraphs 1.p. (7), (8), (15) of Paragraph 2., of Section B. Exclusions are deleted and replaced with the following:

p. Personal and Advertising Injury:

(7) (a) Arising out of any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work;

or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a, b and c of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

B. Subparagraph 1.r. of Section B. Exclusions is deleted and replaced with the following:

r. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or
(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(a) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(b) Whether the insured may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

C. Subparagraph 1.q. "Electronic Data" of Section B. Exclusions is deleted and replaced with the following:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

(1) Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

D. Sub-subparagraph 7.b.(1) Other Insurance of Section E. Liability and Medical Expenses General Conditions is deleted and replaced with the following:

b. Excess Insurance

(1) Your Work

That is Fire, Extended Coverage, Builder’s Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Wrap Up Insurance or similar coverage for "your work".

E. Subparagraph 17. c. "Personal and Advertising Injury" of Section G. Liability and Medical Expenses Definitions is deleted and replaced with the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

F. Subparagraph 17.h. of Section G, Liability and Medical Expenses Definitions deleted.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROPERTY COVERAGE
AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

A. The following changes are made to Paragraph A.5., Additional Coverages:

1. Paragraph f., Forgery is deleted and replaced with the following:
   
   f. Forgery

   (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, or bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent. This includes written instruments required in conjunction with any credit, debit, or charge card issued to you or any employee for business purposes.

   (2) If you are sued for refusing to pay the check, draft, promissory note, or bill of exchange or similar written promise of payment in "money" on the basis that it has been forged or altered, and you have our written consent to defend against the "suit", we will pay for any reasonable expenses that you incur and pay in that defense.

   (3) We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

   (a) Money orders, including counterfeit money orders, issued by any post office, express company or bank that are not paid upon presentation; and

   (b) Counterfeit United States or Canadian paper currency.

   (4) For the purpose of this Coverage Extension, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.

   (5) We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

   (6) The most we will pay in any one occurrence, including legal expenses, under this Additional Coverage is $5,000, unless a higher Limit of Insurance is shown in the Declarations.

2. Paragraph 1.2.(c) of the Money and Securities Additional Coverage is deleted and replaced with the following:

   (c) Loss or damage to "money" and "securities" following and directly related to the use of any "computer" to fraudulently cause a transfer of that property.

B. The following changes are made to Section B., EXCLUSIONS

1. Paragraph 1.a., Earth Movement is amended to add the following:

   This Exclusion applies regardless of whether any of the following is caused by weather, an act of nature, by an artificial, man-made or other cause.

2. The following is exclusion is added to Paragraph 1.: Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer Equipment"
This exclusion does not apply to Electronic Vandalism, form SS 14 29 or Electronic Vandalism, form SS 40 08 if either form has been made part of this policy.

(1) Destruction or corruption of "electronic data" caused by a virus, malicious code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed, to damage or destroy any part of the system or disrupt its normal operation.

(2) Unauthorized viewing, copying or use of electronic data (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as "theft";

(3) Errors or omissions in programming or processing "electronic data";

(4) Errors or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including "electronic data");

(5) Manipulation of your computer system, including "electronic data", by an employee, volunteer worker or contractor, for the purpose of diverting or destroying "electronic data" or causing fraudulent or illegal transfer of any property;

(6) Interruption in normal computer function or network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;

(7) Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including "electronic data" and the inability to access or properly manipulate the "electronic data";

(8) Complete or substantial failure, disablement or shutdown of the Internet, regardless of the cause;

(9) The inability of a computer system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

But if direct physical loss or direct physical damage occurs to Covered Property from a resulting Covered Cause of Loss, we will pay for that resulting direct physical loss or direct physical damage. Mere loss of use or loss of functionality of any property is not considered physical loss or physical damage.

3. Paragraph 2 is deleted and replaced with the following:
We will not pay for loss or damage caused by or resulting from:

a. Consequential Losses: Delay, loss of use or loss of market.

b. Smoke, Vapor, Gas: Smoke, vapor or gas from agricultural smudging or industrial operations.

c. Miscellaneous Types of Loss:
(1) Wear and tear;
(2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
(3) Smog;
(4) Settling, cracking, shrinking or expansion;
(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, mold, spore or other animals;
(6) The following causes of loss to personal property:
   (a) Dampness or dryness of atmosphere;
   (b) Changes in or extremes of temperature; or
   (c) Marring or scratching.

But if physical loss or physical damage by the "specified causes of loss", building glass breakage or Equipment Breakdown Accident results, we will pay for that resulting physical loss or physical damage.

d. Frozen Plumbing: Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
(1) You do your best to maintain heat in the building or structure; or
(2) You drain the equipment and shut off the supply if the heat is not maintained.

e. Dishonesty: Dishonest or criminal act by you, any of your partners, "members", officers, "managers", employees,
directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

f. **False Pretense**: Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

g. **Exposed Property**: Rain, snow, ice or sleet to personal property in the open, except as provided in the Coverage Extension for Outdoor Property.

h. **Collapse**: Collapse, except as provided in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the "scheduled premises", we will pay for that resulting loss or damage.

i. **Pollution**: We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants and contaminants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if physical loss or physical damage by the "specified causes of loss" results, we will pay for the resulting physical loss or physical damage caused by the "specified cause of loss."

C. Definition 4., "Data", of Section G., PROPERTY DEFINITIONS is deleted and replaced with the following.

4. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.

"Electronic data" it is not considered physical property under this Coverage Part and is covered only as expressly provided for in this Coverage Part. Any such coverage does not indicate that "electronic data" is considered to be tangible property subject to physical loss or physical damage for purposes of any business interruption coverage or other coverage that requires physical loss or physical damage.
BUSINESS LIABILITY COVERAGE FORM
AMENDATORY ENDORSEMENT-
SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Sub-subparagraph 3.a.(5) of Paragraph 3., Section A. Coverages is deleted and replaced with the following:
3. Coverage Extension - Supplementary Payments:
   a. (5) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM
BUSINESS LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. Paragraphs 2. and 3. of the Cancellation
Common Policy Condition are replaced by the following:

2. All Policies in Effect for 60 Days Or Less:
   If this policy has been in effect for 60 days or
   less, and is not a renewal of a policy we have
   previously issued, we may cancel this policy by
   mailing or delivering to the first Named Insured
   at the mailing address shown in the policy and
   to the producer of record, advance written
   notice of cancellation, stating the reason for
   cancellation, at least:
   a. 10 days before the effective date of
      cancellation if we cancel for:
      (1) Nonpayment of premium; or
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.
   b. 30 days before the effective date of
      cancellation if we cancel for any other
      reason.

3. All Policies in Effect For More Than 60 Days
   a. If this policy has been in effect for more
      than 60 days, or is a renewal of a policy we
      issued, we may cancel this policy only upon
      the occurrence, after the effective date of
      the policy, of one or more of the following,
      or as permitted under applicable California
      law:
      (1) Nonpayment of premium, including
          payment due on a prior policy we
          issued and due during the current
          policy term covering the same risks.
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any Insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.

3. All Policies in Effect For More Than 60 Days
   a. If this policy has been in effect for more
      than 60 days, or is a renewal of a policy we
      issued, we may cancel this policy only upon
      the occurrence, after the effective date of
      the policy, of one or more of the following,
      or as permitted under applicable California
      law:
      (1) Nonpayment of premium, including
          payment due on a prior policy we
          issued and due during the current
          policy term covering the same risks.
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any Insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.

3. All Policies in Effect For More Than 60 Days
   a. If this policy has been in effect for more
      than 60 days, or is a renewal of a policy we
      issued, we may cancel this policy only upon
      the occurrence, after the effective date of
      the policy, of one or more of the following,
      or as permitted under applicable California
      law:
      (1) Nonpayment of premium, including
          payment due on a prior policy we
          issued and due during the current
          policy term covering the same risks.
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any Insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.

3. All Policies in Effect For More Than 60 Days
   a. If this policy has been in effect for more
      than 60 days, or is a renewal of a policy we
      issued, we may cancel this policy only upon
      the occurrence, after the effective date of
      the policy, of one or more of the following,
      or as permitted under applicable California
      law:
      (1) Nonpayment of premium, including
          payment due on a prior policy we
          issued and due during the current
          policy term covering the same risks.
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any Insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.

3. All Policies in Effect For More Than 60 Days
   a. If this policy has been in effect for more
      than 60 days, or is a renewal of a policy we
      issued, we may cancel this policy only upon
      the occurrence, after the effective date of
      the policy, of one or more of the following,
      or as permitted under applicable California
      law:
      (1) Nonpayment of premium, including
          payment due on a prior policy we
          issued and due during the current
          policy term covering the same risks.
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any Insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.

3. All Policies in Effect For More Than 60 Days
   a. If this policy has been in effect for more
      than 60 days, or is a renewal of a policy we
      issued, we may cancel this policy only upon
      the occurrence, after the effective date of
      the policy, of one or more of the following,
      or as permitted under applicable California
      law:
      (1) Nonpayment of premium, including
          payment due on a prior policy we
          issued and due during the current
          policy term covering the same risks.
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any Insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.

3. All Policies in Effect For More Than 60 Days
   a. If this policy has been in effect for more
      than 60 days, or is a renewal of a policy we
      issued, we may cancel this policy only upon
      the occurrence, after the effective date of
      the policy, of one or more of the following,
      or as permitted under applicable California
      law:
      (1) Nonpayment of premium, including
          payment due on a prior policy we
          issued and due during the current
          policy term covering the same risks.
      (2) Discovery of fraud or material
          misrepresentation by:
          (a) Any Insured or his or her
              representative in obtaining this
              insurance; or
          (b) You or your representative in
              pursuing a claim under this policy.
b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud, or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 3.a.

B. The following provision is added to the Cancellation Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.

b. We may not cancel solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage under the Special Property Coverage Form, which excludes loss or damage caused by or resulting from corrosive soil conditions.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wild fire has occurred.

However, we may cancel:

a. When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;

b. If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or

c. If there are physical changes in the property insured against, beyond the catastrophe- damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under this policy:

a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below:

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associated participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:
(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d) applies only if coverage is subject to the Special Property Coverage Form, which excludes loss or damage caused by or resulting from corrosive soil conditions.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

(1) If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risk insured against.

(2) If losses unrelated to the post disaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or

(3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph C.1.

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

If there is an appraisal, we will still retain our right to deny the claim.
D. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following with respect to loss of damage caused by fire:
We do not provide coverage to the insured who, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:
1. This Coverage Part;
2. The Covered Property;
3. That insured's interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

E. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following with respect to loss of damage caused by a Covered Cause of Loss other than fire:
This Coverage Part is void if any insured, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:
1. This Coverage Part;
2. The Covered Property;
3. That insured's interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

F. The Other Insurance - Property Coverage Condition is replaced by the following:
If there is other insurance covering the same loss or damage, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable limit of insurance bears to the limits of insurance of all insurance covering on same basis.

G. Paragraph E.2., Appraisal of the Standard and Special Property Form is deleted and replaced by the following:
2. If we and you disagree on the value of the property or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, the will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
   a. Pay its chosen appraiser; and
   b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

H. With respect to an "Open Policy", the Loss Payment Condition of the Standard and Special Property Form is amended by the following:
1. The following changes are made to Section E.
   PROPERTY LOSS CONDITIONS:
   a. Paragraph 5.d.(1)(b) of the Loss Payment condition is deleted and replaced by:
      (b) We will not pay on a replacement cost basis for any loss or damage until the lost or damaged property is actually repaired or replaced, and then only subject to deduction for depreciation. Prior to such repair or replacement, and in accordance with the terms applicable in this Paragraph 5., Loss Payment, we will pay the actual cash value of the lost or damaged property as described in Paragraph 2. below. If the actual cash value does not exhaust the applicable Limit of Insurance, we will then pay the difference between the actual cash value and the replacement cost, provided that the repair or replacement is completed:
         (i) Within 12 months after our payment of the actual cash value; or
         (ii) Within 36 months after our payment of the actual cash value if the loss or damage relates to a state of emergency under California Law.

The following provision applies to real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit.

If you, acting in good faith and with reasonable diligence, encounter a delay or delays in approval for, or reconstruction of, the residence that are beyond your control, we shall provide one or more additional extensions of six months for good cause. Circumstances beyond your control include, but are not limited to:
   (i) Unavoidable construction permit delays;
   (ii) The lack of necessary construction materials; or
(iii) The unavailability of contractors to perform the necessary work.

The foregoing provisions do not constitute a waiver of our right to deny the claim for any valid reason or to restrict payment in cases of suspected fraud.

2. The following provision is added:

Provision Applicable to California

Actual cash value is determined as follows:

   a. In the event of a partial or total loss to a building or structure, actual cash value is calculated as shown below, whichever is less:

      (1) The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of the loss; or

      (2) The limit of insurance applicable to the property.

   b. In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as the lesser of the following:

      (1) The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss; or

      (2) The Limit of Insurance applicable to the property.

I. With respect to this endorsement, the following definition is added to Section G. PROPERTY DEFINITIONS:

"Open Policy" means a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation. The term "open policy" does not apply to Covered Property that is subject to an Agreed Value clause or similar clause that establishes an agreed value prior to loss, unless such clause has expired.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

☐ Option 1: If an "X" is shown in this box, Bodily Injury and Property Damage coverage for Unmanned Aircraft applies and the Unmanned Aircraft Exclusion in Paragraph A.1.g.(1) of this endorsement does not apply.

☐ Option 2: If an "X" is shown in this box, Personal And Advertising Injury coverage for Unmanned Aircraft applies and the Unmanned Aircraft - Personal And Advertising Injury Exclusion in Paragraph A.2. of this endorsement does not apply.

Except as otherwise stated in this endorsement or the schedule above, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes are made to Section B.1., EXCLUSIONS:

1. Paragraph g., Aircraft, Auto or Watercraft, is deleted and replaced with the following:

   g. Aircraft, Auto or Watercraft

      (1) Unmanned Aircraft

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

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

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

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

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

      Paragraph g. (2) does not apply to:

      (a) A watercraft while ashore on premises you own or rent;

      (b) A watercraft you do not own that is:

           (i) Less than 51 feet long; and

           (ii) Not being used to carry persons for a charge;

      (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

      (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Section G Liability and Medical Expenses Definitions, Paragraph 15 f. (2) or f. (3) of the definition of "mobile equipment"; or

(f) An aircraft (other than unmanned aircraft) that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to Section B. EXCLUSIONS Paragraph p., Personal and Advertising Injury:

Unmanned Aircraft - Personal and Advertising Injury

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. The following changes apply to Section G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture

to be controlled directly by a person from within or on the aircraft.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME EXTENSION FOR OFF-PREMISES UTILITY SERVICES

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

This insurance applies only when Business Income and Extra Expense is shown in the Declarations as applicable. Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. BUSINESS INCOME EXTENSION FOR OFF-PREMISES UTILITY SERVICES

This Coverage Extension applies only when the Business Income Additional Coverage is included in this policy.

We will pay for loss of Business Income or Extra Expense at the "scheduled premises" caused by the interruption of service to the "scheduled premises". The interruption must result from direct physical loss or physical damage by a Covered Cause of Loss to the following property not on "scheduled premises":

1. "Water Supply Services";
2. "Communication Supply Services"; or
3. "Power Supply Services".

B. WAITING PERIOD

We will only pay for loss you sustain after the first 12 consecutive hours following the direct physical loss of or physical damage to the off-premises property to which this endorsement applies. We will not pay for any reduction in business income or extra expense after electricity, steam or gas has been restored to the "scheduled premises".

C. LIMIT OF INSURANCE

The most we will pay in any one occurrence for loss under this extension is the limit of insurance shown in the Declarations at each "scheduled premises".

D. ADDITIONAL DEFINITIONS

1. "Water Supply Services", meaning the following types of property supplying water to the "scheduled premises":
   a. Pumping stations; and
   b. Water mains.

2. "Communication Supply Services", meaning property, including overhead transmission lines supplying communication services, including telephone, radio, microwave or television services, to the "scheduled premises", such as:
   a. Communication transmission lines, including optic fiber transmission lines;
   b. Coaxial cables; and
   c. Microwave radio relays except satellites.

3. "Power Supply Services", meaning the following types of property supplying electricity, steam or gas, including overhead transmission lines to the "scheduled premises":
   a. Utility generating plants;
   b. Switching stations;
   c. Substations;
   d. Transformers; and
   e. Transmission Lines.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

This insurance applies only when the property is covered under the Special Property Coverage Form. Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

The following changes are made to the Special Property Coverage Form:

A. Under A. Coverage:

1. The following paragraph is added to 1. Covered Property:

   Fine Arts listed and described in the Declarations or Schedule which are:
   a. Owned by you; or
   b. Owned by others, and in your care, custody and control; and
   c. Located at the "scheduled premises", or in transit to and from the "scheduled premises", or at your residence.

2. The following is added to Paragraph 2. Property Not Covered with respect to coverage afforded by this endorsement:

   Property on exhibition at fairgrounds or at any type of exposition, unless such locations are listed and described in the Declarations or Schedule.

3. The following special Limitation provision applies to property covered by this endorsement:

   Art glass windows, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of fragile or brittle nature are covered against loss by breakage only if loss or damage is caused by "specified causes of loss."

4. Section B. EXCLUSIONS do not apply to coverage afforded under this endorsement, except for:

   (1) Governmental Action;
   (2) Nuclear Hazard; and
   (3) War and Military Action.

5. Additional Exclusions

   We will not pay for physical loss or physical damage caused by or resulting from:

   a. Delay, loss of use, loss of market, or any other causes of consequential loss;
   b. Wear and tear, depreciation or obsolescence;
   c. Rust, corrosion, fungus, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;
   d. Insects, birds, rodents or other animals.
   e. Dishonest acts by:
      (1) You or any of your partners;
      (2) Your directors or trustees;
      (3) Your authorized representatives or employees; or
      (4) Anyone, other than a carrier for hire, to whom you entrusted the Covered Property, including their employees, for any purpose:

       Whether acting alone or in collusion with others; and
       Whether or not occurring during the hours of employment.
f. Voluntary parting with any property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

g. Unauthorized instructions to transfer property to any person or to any place.

h. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire.

i. Processing or work performed upon the property.

B. Limits of Insurance

Section C. LIMITS OF INSURANCE is replaced by the following:

The most we will pay for physical loss or physical damage in any one occurrence for property covered under this endorsement is the Limit of insurance shown in the Declarations for “Fine Arts”, but no more than $25,000 for any one item of “Fine Arts”.

C. Deductible

We will adjust loss in any one occurrence under this endorsement as a single loss. The only deductible amount that applies under this coverage is the larger of:

1. $250; or

2. The amount shown in the Declarations as a deductible applicable to this coverage.

D. Additional Conditions

1. Valuation

The following is added to Section E. PROPERTY LOSS CONDITIONS:

The value of Covered Property will be the amount shown in the Declarations or Schedule for each item of Covered Property, which is agreed to be the value of the item.

2. Pair or Set

In case of total loss to an item of Covered Property which is part of a pair or set, we agree to pay you the full amount of the pair or set as shown in the Declarations or Schedule and you agree to surrender the remaining item(s) of the pair or set to us.

3. Packing

You agree that Covered Property will be packed and unpacked by competent packers.

E. Additional Definition

The following definition is added to Section H. DEFINITIONS:

“Fine Arts” meaning paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.

F. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the Covered Property, subject to the Limit of Insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

The following changes are made to the Special Property Coverage Form:

A. The following is added to A.2. Property Not Covered:

Scheduled contractor's equipment, except as provided for under this Contractor's Equipment Coverage endorsement.

B. CONTRACTOR'S EQUIPMENT COVERAGE

1. Covered Property

We will pay for direct physical loss or damage to Covered Property caused by any of the Covered Causes of Loss. Covered Property as used in this endorsement means the Contractors Equipment listed and described in the Declarations or Schedule, owned by you or others from whom you have leased or rented such property under written contract or agreement and for which you are legally liable. Permanently mounted equipment on automobiles, motor trucks and other vehicles subject to motor vehicle registration is considered covered property and not subject to paragraph B.2. Property Not Covered of this form and A.2. Property Not Covered provision of the Special Property Coverage form.

2. Property Not Covered

Covered Property under this endorsement does not include:

a. Equipment which is loaned, rented, hired, or leased to others by you;

b. Automobiles, motor trucks, tractors, trailers, motorcycles, aircraft, or watercraft;

c. Property while waterborne or airborne, except while in transit in the custody of a carrier for hire;

d. Property used or to be used in the construction of any dam, tunnel, flood control project, bridge, overpass, pier, wharf, or dock;

e. Typewriters, photocopiers, computers, adding machines, calculators, dictation equipment or other general office equipment;

f. Two-way or citizen's band radios, cellular telephones or similar communications equipment devices while contained, on or in any motor vehicle licensed for highway or road use;

g. Currency, "money," deeds, notes, "securities," checks, drafts or stamps;

h. Contraband or property in the course of illegal transportation or trade;

i. Tires or tubes except for loss directly caused by fire, windstorm or theft; or

j. Crane booms or derrick booms while such booms are being operated or used except for loss directly caused by fire, lightning, windstorm, explosion or overturning of the machine of which it is a part.

3. Coverage Extension - Newly-Acquired Property

Coverage under this endorsement is extended to include newly acquired equipment.

The most we will pay under this Extension is the lesser of:

a. 25% of the total limit of insurance shown in the Declarations or Schedule for Contractor's Equipment; or

b. The actual cash value of the newly acquired equipment.
Coverage for each item of newly acquired Contractor's Equipment will end when any of the following first occurs:

(1) This policy expires or is canceled, or
(2) 45 days expire after purchase of the newly acquired Contractor's Equipment, or
(3) The value of the newly acquired Contractor's Equipment is reported to us.

We will charge you additional premium for values reported from the date you obtain ownership of the Contractor's Equipment.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the smallest applicable Limit of Insurance shown in:

1. The Declarations;
2. The Schedule(s);
3. The Coverage Form; or
4. The Endorsements.

If we show a Maximum Limit of Insurance, that is the most we will pay for all loss in any one occurrence to Covered Property insured under this endorsement.

D. DEDUCTIBLE

We will adjust loss in any one occurrence under this endorsement as a single loss. The only deductible amount that applies under this coverage is the larger of:

1. $250; or
2. The amount shown in the Declarations or Schedule as a deductible applicable to this coverage.

E. ADDITIONAL CONDITIONS

1. Coverage Territory
   a. We will pay for direct physical loss or physical damage to Covered Property while anywhere within the coverage territory, including while in transit.

2. Pair, Sets or Parts
   a. Pair or Set. In case of loss to any part of a pair or set we may:
      (1) Repair or replace any part to restore the pair or set to its value before the loss; or
      (2) Pay the difference between the value of the pair or set before and after the loss.

b. Parts. In case of loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

3. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss of a scheduled item, in which event we will refund the unearned premium on that item.

4. Valuation

The value of property insured under this endorsement will be the least of the following amounts:

a. The actual cash value of that property;
b. The cost of reasonably restoring that property to its condition immediately before loss; or
c. The cost of replacing that property with substantially identical property.

In the event of loss, the value of property will be determined as of the time of loss.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLATION COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

This insurance applies only when the property is covered under the Special Property Coverage Form.

A. INSTALLATION COVERAGE

We will pay for direct physical loss or damage to Covered Property caused by any of the Covered Causes of Loss.

1. Covered Property, as used in this endorsement, means:

   a. Materials and supplies that will become a permanent part of the building or structure while:
      i. In transit;
   b. At a site of installation; or
   c. At any location not described in this policy, while in temporary storage awaiting installation.

If Covered Property is owned by others, we only cover such property to the extent of your legal liability for direct physical loss or damage to such property caused by a Covered Cause of Loss.

2. Property Not Covered

Covered Property does not include:

   a. Your property at locations that you own, lease or control, other than:
      (1) At a site of installation; and
      (2) Places of temporary storage;
   b. Machinery, tools, equipment, forms, scaffolding or other property which will not become a permanent part of the installation;
   c. Plans, blueprints, designs, specifications or any similar property;
   d. Automobiles, motor trucks, tractors, motorcycles, trailers, aircraft or watercraft;
   e. Existing structures to which improvements, alterations, repairs or additions are being made;
   f. Contraband or property in the course of illegal transportation or trade.

3. Additional Coverage

   "Soft Costs"

We will pay the actual and necessary "Soft Costs" you incur during the "period of restoration" as a result of a delay in the completion of your installation operations. The delay must be caused by direct physical loss or damage to Covered Property, as used in this Endorsement, at a covered site of installation.

We will pay the necessary expenses you incur to reduce the amount of "Soft Costs" payable under this Additional Coverage. We will pay such expenses only to the extent that they do not exceed the amount that otherwise would have been payable.

We will also pay the actual and necessary "Soft Costs" you incur caused by action of civil authority that:

   a. Prohibits access to a covered site of installation; and
   b. Is taken in response to direct physical loss or damage to property, other than property at that site, due to a Covered Cause of Loss.

The most we will pay under this Additional Coverage is $5,000 in any one occurrence.

4. Additional Exclusion

We will not pay for loss caused by or resulting from:

   a. Penalties for noncompletion or noncompliance with contract conditions;
   b. Testing, including performance, stress, pressure and overloading testing of the Covered Property.
B. LIMITS OF INSURANCE
The most we will pay for loss in any one occurrence is the smallest applicable Occurrence Limit for installations shown in:

1. The Declarations;

2. The Schedule(s); or

3. The Endorsements(s).

The location Limit of Insurance is the most we will pay for all loss in any one occurrence to Covered Property insured under this endorsement at any one location.

C. DEDUCTIBLE-WAITING PERIOD

1. Other Than "Soft Costs"

We will adjust the loss in any one occurrence under this endorsement as a single loss. The only deductible amount that applies to loss under this coverage is the larger of:

a. $250; or

b. The amount shown in the Declarations or Schedule as a deductible applicable to this coverage.

2. Applicable to “Soft Costs”

The “Soft Costs” Additional Coverage is subject to a waiting period of five consecutive days. We will only pay “Soft Costs” expense if the delay in completion of your installation operations exceeds this waiting period. We will then pay only those covered “Soft Costs” you incur after the waiting period.

The waiting period begins when your installation operations should have been completed if there had been no direct physical loss or damage from a Covered Cause of Loss.

D. ADDITIONAL CONDITIONS

1. Insurance to Value

Covered Property must be insured for its total value.

We will pay only the proportion of any loss that the applicable Limit of Insurance shown in the Declaration bears to the actual cash value of the Covered Property at the time of loss.

Total value means:

a. With respect to the Covered Property at a site of installation, the actual cash value on the date of completion of the installation of all such property; or

b. With respect to other Covered Property, the actual cash value as of the time of loss.

This condition does not apply to Covered Property while in transit or the “Soft Costs” Additional Coverage.

2. Valuation

a. The value of property will be the least of the following amounts:

(1) The actual cash value of that property;

(2) The cost of reasonably restoring that property to its condition immediately before loss; or

(3) The cost of replacing that property with substantially identical property.

In the event of loss, the value of property will be determined as of the time of loss.

b. “Soft Costs”

The amount of “Soft Costs” expense will be determined based upon relevant sources of information, including:

(1) Your financial records and accounting procedures;

(2) Bills, invoices and other vouchers

(3) Deeds, liens or contracts; and

(4) Construction records and project completion reports.

If you benefit from a delay, we will take this into account in determining your “Soft Costs” expense.

We will reduce the amount we will pay for your “Soft Costs” expense to the extent that you can resume your installation operations, either in whole or in part, using damaged or undamaged property at the site of installation or elsewhere.
3. When Coverage Ends

The insurance provided by this coverage will end when one of the following first occurs:

a. The policy expires or is canceled;

b. The Covered Property is accepted by the purchaser;

c. Your interest in the Covered Property ceases;

d. You abandon the installation with no intention to complete it;

e. 30 days after the installation is completed.

E. ADDITIONAL DEFINITIONS

The following Additional Definitions are added:

1. "Period of Restoration"

a. Begins on the expiration of the waiting period applicable to "Soft Costs"; and

b. Ends on the date that the lost or damaged Covered Property should be repaired, rebuilt, replaced or reinstalled with reasonable speed and similar quality.

The expiration of this policy will not cut short the "period of restoration".

2. "Soft Costs" means:

a. Additional interest on money you borrowed to finance your installation operations;

b. Additional real estate and property taxes;

c. Additional advertising and promotional fees;

d. Additional legal and accounting costs or fees;

e. Additional commissions, fees and administrative expenses for the renegotiations of leases;

f. Additional engineering, architect and consultant fees;

g. Additional building inspection fees and charges; and

h. Additional administrative expenses.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS TOOLS COVERAGE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. CONTRACTORS TOOLS COVERAGE

1. Covered Property
   We will pay for direct physical loss to Covered Property caused by any of the Covered Causes of Loss. Covered Property as used in this endorsement means the Contractor's Tools valued at not more than $500 per item, owned by you or others who are not employees, from whom you have leased or rented such property under written contract or agreement and for which you are legally liable.

2. Property Not Covered
   Covered Property under this endorsement does not include:
   a. Equipment which is loaned, rented, hired, or leased to others by you;
   b. Equipment or tools owned by employees of the insured;
   c. Automobiles, motor trucks, tractors, trailers, motorcycles, aircraft, or watercraft;
   d. Property while waterborne or airborne, except while in transit in the custody of a carrier for hire;
   e. Property used or to be used in the construction of any dam, tunnel, flood control project, bridge, overpass, pier, wharf, or dock;
   f. Typewriters, photocopiers, computers, adding machines, calculators, dictation equipment, or other general office equipment;
   g. Two-way or citizen's band radios, cellular telephone or similar communications equipment devices while contained on or in any motor vehicle licensed for highway or road use;
   h. Currency, "money," deeds, notes, "securities," checks, drafts or stamps;
   i. Contraband or property in the course of illegal transportation or trade;
   j. Tires or tubes except for loss directly caused by fire, windstorm or theft; or
   k. Crane booms or derrick booms while such booms are being operated or used except for loss directly caused by fire, lightning, windstorm, explosion or overturning of the machine of which it is a part.

B. ADDITIONAL EXCLUSION
   We will not pay for loss caused by or resulting from theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked, and there are visible signs that theft was the result of forced entry.

C. LIMITS OF INSURANCE
   The most we will pay in any one occurrence is the Limit of Insurance shown in the Declarations or Schedule for Contractors Tools Coverage. But we will not pay more than $500 on any one item of Covered Property.

D. DEDUCTIBLE
   We will not pay for loss or damage under this endorsement until the amount of loss or damage in any one occurrence exceeds $250. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.
E. ADDITIONAL CONDITIONS

1. Valuation
   The value of property will be the least of the following amounts:
   a. The actual cash value of that property;
   b. The cost of reasonably restoring that property to its condition immediately before loss; or
   c. The cost of replacing that property with substantially identical property.
   In the event of loss, the value of property will be determined as of the time of loss.

2. Coverage Territory
   a. We will pay for direct physical loss or physical damage to Covered Property while anywhere within the coverage territory, including while in transit.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSIT COVERAGE – PROPERTY IN THE CARE OF CARRIERS FOR HIRE

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement the terms and conditions of the policy and of the Special Property Coverage Form apply to the insurance stated below.

A. With respect to this Transit Coverage – Property in the Care of Carriers for Hire only, the following changes are made to the Special Property Coverage Form:

1. Under A.4. Limitations, subparagraph c.(3) which limits coverage for patterns, dies, molds and forms, is deleted.

2. Under B. Exclusions
   a. Exclusions 1.a. (Earth Movement) and 1.f. (Water) do not apply to property in transit.
   b. Exclusions 2.e. (Dishonesty) and 2.g. (Exposed Property) do not apply to property in custody of a carrier for hire.
   c. Exclusion 2.f. (False Pretense) does not apply to loss or damage caused by your good faith acceptance of false bills of lading or shipping receipts.
   d. The following Exclusion is added:
      We will not pay for physical loss or physical damage caused by or resulting from poor or insufficient packaging or packing.

B. Transit Coverage – Property in the Care of Carriers for Hire

1. The insurance that applies to your Business Personal Property and Personal Property of Others is extended to apply to shipments of that property while in transit at your risk, by motor vehicle, railroad car or aircraft between points within the Coverage Territory. This includes property you have sold and for which your responsibility continues until it is delivered.

2. The Transit Coverage – Property in the Care of Carriers for Hire also applies to:
   a. Expenses to Inspect, Repackage and Reship Damaged Shipments
      The necessary additional expenses you incur to inspect, repackage and reship Covered Property which is physically damaged as a result of a Covered Cause of Loss.
   b. Expenses to Protect Covered Property from Spoilage or Change in Temperature
      The necessary additional expense you incur to temporarily store Covered Property in a temperature controlled environment in order to avoid or minimize physical loss or physical damage to such property from spoilage or change in temperature. Such temporary storage must be made necessary by the sudden and accidental breakdown of heating or refrigeration unit(s) or transporting conveyances.
      This additional expense will not include:
      (1) Expenses to repair or replace heating or refrigeration unit(s);
      (2) Costs or penalties due to detention or delay of any vehicles, trailers, conveyances or containers; or
      (3) Costs for additional wages, room, board or meals.
   c. F.O.B. Shipments
      Outgoing shipments where the risk of physical loss or physical damage is transferred to the buyer when such property leaves your premises.
      You must use all reasonable means to collect the amount due you from the buyer...
before making a claim under this Transit Coverage. We will not make payment until you grant us the right of recovery against the buyer.

d. Loading and Unloading
Shipments during loading or unloading and within 500 feet of any transporting conveyance.

e. Return Shipments
Outgoing shipments which have been rejected by the consignee or are not deliverable, while:
(1) In due course of transit, being returned to you; or
(2) Up to 10 days after delivery or attempted delivery awaiting return shipment to you.

Payment under paragraphs a., b., c., d. and e. above will not increase the Transit Coverage Limit of Insurance.

C. Under this Transit Coverage – Property in the Care of Carriers for Hire, we will not pay for:

1. Property in the care, custody or control of your salespersons.
2. Mail shipments in the custody of the U.S. Postal Service.
3. Property of Others for which you are responsible as a:
   a. Carrier for hire; or
   b. Caricader, consolidator, broker, freight forwarder, shipping association, or other arranger of transportation.
4. Property in or on a motor vehicle you own, lease or operate.

D. Limit of Insurance
The Limit of Insurance shown in the Declarations for Transit Coverage – Property in the Care of Carriers for Hire is the most we will pay for all physical loss or physical damage in any one occurrence to property insured under this endorsement.

E. Deductible
We will not pay for physical loss or physical damage in any one occurrence until the amount of physical loss or physical damage exceeds $250. We will then pay the amount of physical loss or physical damage in excess of $250 up to the applicable Limit of Insurance.

F. Additional Conditions
1. Valuation
Property Loss Condition E.5. is deleted and replaced by the following:

   a. Valuation
      (1) Property You Own
      The value of Covered Property will be the amount of invoice plus accrued charges, prepaid charges and charges since shipment; or
      (2) In the absence of an invoice, the value of Covered Property will be its actual cash value, with proper deduction for depreciation, at the point of destination on the date of expected arrival.

   b. Property of Others
      The most we will pay for Covered Property owned by others is the lesser of:
      (1) Your legal liability for direct physical loss or physical damage to such property; or
      (2) What we would pay if you had owned the property.

2. Impairment of Rights of Recovery
We will not pay for physical loss or physical damage, if you impair our rights to recover damages from any carrier for hire. But you may accept from carriers for hire bills of lading, receipts or contracts of transportation which contain a limitation of value.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the BUSINESS LIABILITY COVERAGE FORM not expressly modified herein:

A. Amended Coverage:
Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:
1. Exclusion g. Aircraft, Auto or Watercraft does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion e. Employers Liability does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "Insured contract".
3. Exclusion f. Pollution is replaced by the following:
"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
   a. That are, or that are contained in any property that is:
      (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
      (2) Otherwise in the course of transit by or on behalf of the "insured";
      (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
   b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
   c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs 15.b. and 15.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:
(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:
   a. Fellow employee
   Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
   b. Care, custody or control
   Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. WHO IS AN INSURED is deleted and replaced by the following:

   The following are "insureds":
   a. You.
   b. Your "employee" while using with your permission:
      (1) An "auto" you hire or borrow; or
      (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
      (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
   c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
      (1) The owner or anyone else from whom you hire or borrow an "auto".
      (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
      (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
      (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.
   d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE
   a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.
   However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
   b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
   If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:
   1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),
or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service.
ACCOUNTS RECEIVABLE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. When shown in the Declarations as applicable, the Limit of Insurance stated in paragraph A.5.a.(1), Accounts Receivable, in the Standard Property Coverage Form and A.6.a.(1), Accounts Receivable, in the Special Property Coverage Form is replaced by the Limit of Insurance for Accounts Receivable shown in the Declarations. All other terms and conditions of the Accounts Receivable Coverage Extension apply to this Optional Coverage.

B. Limit of Insurance

The most we will pay under this coverage extension in any one occurrence is the Limit of Insurance shown in the Declarations for Accounts Receivable.

C. Deductible

We will not pay for loss in any one occurrence unless the amount of loss exceeds the policy deductible stated in the Declarations. We will then pay the amount of loss in excess of the Deductible, up to the Limit of Insurance.

D. Additional Conditions

(1) If you cannot accurately establish the value of accounts receivable outstanding as of the time of direct physical loss or physical damage the following method will be used:

(a) Determine the total of the average monthly value of accounts receivable for the 12 months immediately preceding the month in which the direct physical loss or physical damage occurred; and

(b) Adjust that total for any normal fluctuations in the value of accounts receivable for the month in which the direct physical loss or physical damage occurred or for any demonstrated variance from the average for that month.

(2) The following will be deducted from the total value of accounts receivable, however that value is established:

(a) The value of the accounts for which there is no loss or damage;

(b) The value of the accounts that you are able to reestablish or collect;

(c) A value to allow for probable bad debts that you are normally unable to collect; and

(d) All unearned interest and service charges.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTERS AND MEDIA

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. Computer Equipment, Electronic Data and Software
   1. Coverage
   We will pay for direct physical loss of or physical damage to "computer equipment" and the cost to research, replace or restore physically lost or physically damaged "electronic data" and "software" subject to the Limit of Insurance shown in the Declarations for Computers and Media while anywhere within the coverage territory, and while in transit, but only if:
   a. Owned by you; or
   b. Owned by others but in your care, custody and control regardless of whether you use it for personal or business needs.

   2. Property Not Covered
   "Computer Equipment" as used in this optional coverage does not include:
   a. Source documents, other than manuals purchased with hardware or "software";
   b. Worksheets and printouts;
   c. Property held for sale or lease;
   d. Property leased or rented to others; or
   e. "Money", deeds, notes, "securities" or other financial instruments, including such instruments in electronic form.

   3. Extended Causes of Loss
   Direct physical loss or physical damage to your "computer equipment", "electronic data" or "software", or "computer equipment", "electronic data" or "software" of others in your care, custody or control is extended to include the following:
   a. Electromagnetic injury caused by:
      (1) Blackout or brownout;
      (2) Power Failure;
      (3) Airport security check, or radio or telephone line interference; or
      (4) Electromagnetic disturbance outside the "computer system".
   b. Head crash, meaning physical damage to disks, tapes or hardware caused by a contact of electromagnetic heads (which read or write information) with such disks or tapes;
   c. Damage caused by a "computer virus"; and
   d. Theft of "computer equipment" away from the "scheduled premises". Theft means an act of stealing or an attempt to steal. Theft includes loss of property from a known place when it is likely that the property has been stolen.

   4. Exclusion
   We will not pay to research, replace or restore physically lost or physically damaged "electronic data" or "software" which is licensed, leased or rented to others.

   5. Deductible
   We will not pay for loss or damage in any one occurrence to "computer equipment" until the amount of loss or damage exceeds $250, unless a separate deductible is stated in the Declarations for Computers and Media Coverage.

B. Additional Coverage
   1. Business Income and Extra Expense Coverage
   If Business Income and Extra Expense Coverage is included in this policy then the following applies.
   a. Coverage
      (1) Coverage under this endorsement applies to the following Additional
Coverages and Coverage Extensions in the Standard or Special Property Coverage Form with respect to "computer equipment", "electronic data" and "software":

(a) Business Income;
(b) Extra Expense;
(c) Civil Authority;
(d) Extended Business Income; and
(e) Newly Acquired or Constructed Property Coverage.

(2) Coverage under this endorsement does not apply to any other Additional Coverage or Coverage Extension.

b. Coverage Limitations

The following limitations apply only if the physical loss or physical damage is a direct result of the Extended Causes of Loss for "computer equipment", "software" and "electronic data" as indicated below.

(1) Limit of Insurance

This Additional Coverage is included in the Limit of Insurance for Computers and Media shown in the Declarations when the actual loss of business income and extra expense you incur due to the necessary suspension (slowdown or cessation) of your operations is a result of:

(a) A cause of loss included in A.3.a., b. or c., Extended Causes of Loss, of this endorsement; or
(b) Physical damage or physical loss to "computer equipment", "electronic data", and "software" that was away from the scheduled premises at the time of loss.

This is not an additional limit of insurance.

(2) Waiting Period

We will not pay for any covered Business Income loss you sustain under this provision due to physical loss or physical damage to "electronic data", or "software" caused by a "computer virus" which results in the necessary suspension (slowdown or cessation) of your business described in the Declarations during the first 12 hours that immediately follow the start of such suspension. This Waiting Period applies independent of the deductible applicable to "Computer Equipment".

2. Equipment Breakdown Coverage

The Additional Coverage for Equipment Breakdown applies to "computer equipment", "electronic data", and "software" when this endorsement is attached to the Special Property Coverage Form and Equipment Breakdown Additional Coverage is included on the policy.

C. Exclusion of Certain Computer Related Losses

The provisions of this endorsement do not override or in any way affect the application of the Exclusion of Certain Computer Related Losses if such exclusion is endorsed to or otherwise made a part of this policy. That exclusion addresses the inability of a "computer system" to correctly recognize process, distinguish, interpret or accept one or more dates or times.

D. Exclusions

1. Section B. Exclusions, of the Standard or Special Property Coverage Form do not apply to coverage provided by this endorsement, except for the exclusions of:

a. Earth Movement;
b. Governmental Action;
c. Nuclear Hazard;
d. War and Military Action; and
e. Water.

2. Additional Exclusions

We will not pay for loss or damage caused by or resulting from:

a. Input, programming or processing errors;
b. Mechanical breakdown or failure, however head crash will not be considered as a mechanical breakdown or failure.

This exclusion does not apply to "computer equipment", "electronic data", and "software" when this endorsement is attached to the Special Property Coverage Form and Equipment Breakdown Additional Coverage is included on the policy;

c. Faulty construction, materials or workmanship;
d. Error, omission or deficiency in design;
e. Rust, corrosion, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
f. Dryness or dampness of atmosphere; changes in or extremes of temperature;
g. Wear and tear, maring or scratching;
h. Insects, birds, rodents, or other animals;
i. Obsolescence;
j. Dishonest or criminal acts by you, any of your partners, employees, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, whether acting alone or in collusion with others;
k. Unexplained disappearance, however we will cover theft of "computer equipment" as provided in provision A.3.d.;

l. Unlawful trade, or seizure by orders of governmental authority;

m. Delay or loss of market; and

n. Theft of laptop, palmtop or similar portable property while in transit as checked baggage.

E. Limit of Insurance

The most we will pay for physical loss or physical damage in any one occurrence is the Limit of Insurance for Computers and Media shown in the Declarations.

F. Loss Payment

This Loss Payment condition is applicable to the "computer equipment", "electronic data", and "software" coverage provided by this endorsement. We will determine the value of Covered Property as follows:

1. "Computers," "peripheral devices", "media", and manuals at the full cost to repair or replace the property subject to the Limit of Insurance. However, we will not pay more for physical loss or physical damage on a replacement cost basis than the lesser of and the following:

   a. The amount necessary to replace the item with similar property possessing the minimum characteristics necessary to perform the same functions when replacement with identical property is not possible or practical.

   b. The amount necessary to repair or replace the item with one substantially identical to the physically lost or physically damaged item. In the event of a covered total loss to one or more items, we will allow up to 20% over the current replacement cost as described in this provision, as an Optional Upgrade Allowance for the purchase of new property with upgraded processing or performance characteristics. This Optional Upgrade Allowance will, at our option, be payable after you have purchased the replacement property and have provided us with written proof of such purchases; or

   c. If the item is not repaired or replaced, we will not pay more than the actual cash value of the item at the time of physical loss or physical damage. If you elect this option, you have the right to make further claim within 180 days after loss for any additional payment on a replacement cost basis.

2. In the event of physical loss or physical damage to "electronic data" or "software", we will pay the reasonable amount you actually spend to reproduce, restore, or replace the physically lost or physically damaged "electronic data" or "software". This includes the cost of computer consultation services for restoration and the cost of research to reconstruct lost or damaged information. But we will not pay more than the Limit of Insurance for Computers and Media specified in the Declarations.

3. In the event of physical loss or physical damage to any part of "computer equipment", "electronic data" or "software", we will pay only what it would cost to replace, reproduce, or restore the physically lost or physically damaged part.

G. Additional Definitions

1. "Computer Virus" means a program, which is intentionally created to cause damage or disruption in the computer operations of a party using or coming in contact in any way with the program.

2. "Computer System" includes "computer", "peripheral devices", "software", and "electronic data" necessary for the "computer" to function for its intended purpose.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DISHONESTY COVERAGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. COVERAGE

1. The following is added to Paragraph A.5., Additional Coverages, of the Special Property Coverage Form:

Employee Dishonesty Coverage

(1) We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

Covered Property, solely as used in this Additional Coverage, means "money", "securities", and other tangible property of intrinsic value and not otherwise excluded.

Covered Causes of Loss means dishonest acts committed by an "employee", except you, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

(a) Cause you to sustain loss; and also

(b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions or other employee benefits earned in the normal course of employment) for:

(i) That "employee"; or

(ii) Any person or organization intended by the "employee" to receive that benefit.

(2) Employee Dishonesty Additional Coverages:

(a) We will pay for loss of Covered Property arising out of a Covered Cause of Loss caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.

(b) We will pay for any loss of Covered Property arising out of a Covered Cause of Loss caused by your "employee" while at the premises of your client or customer.

Any claim for loss sustained by any client or customer and covered by this policy may only be made by you in your Proof of Loss. No third party has a direct right against this insurance and no third party may make a direct claim against us as the writer of your insurance.

(3) Coverage under the Employee Retirement Income Security Act of 1974, as amended ("ERISA")

(a) We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

Covered Property, solely as applicable to ERISA coverage, means the funds or other property of any employee benefit plan or employee welfare benefit plan that:

(i) Is subject to (and not exempt from) the bond requirement set forth in Section 412 of ERISA, and

(ii) You establish and maintain for your employees (a "Plan") and which is not otherwise excluded.

Covered Causes of Loss, solely as applicable to ERISA coverage,
means an act of fraud or dishonesty committed by an "employee", except you, whether identified or not, acting alone or in collusion with other persons, that results in a loss to a Plan of funds or other property which is used or may be used to pay benefits under the Plan. "Covered Causes of Loss" does not include investment losses or any other loss resulting from a breach of fiduciary duty under ERISA or a prohibited transaction as defined by ERISA and for which coverage is not required by Section 412 of ERISA.

(b) Welfare and Pension Plan ERISA Compliance

In compliance with certain provisions of the ERISA:

(i) For the purposes of this insurance, the Plans you establish and maintain for the benefit of your employees shall be Named Insureds under this Employee Dishonesty Coverage.

(ii) "Employee" includes any natural person you employ and any owner, officer, trustee or director of your company who "handles" the funds or other property of the Plan (as defined in 29 C.F.R. 2580.412-6) including, but not limited to, the Plan Administrator. "Employee" does not include any third party (including but not limited to a broker, independent contractor, record keeper, payroll provider, trustee or other fiduciary) who provides services to you or to a Plan.

(iii) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance under this Employee Dishonesty Coverage Form that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.

(iv) If the insured first named in the Declarations is an entity other than a Plan, any payment we make to that insured for loss sustained by any Plan must be paid promptly into such plan for the use and benefit of the Plan(s) sustaining the loss.

(v) If two or more Plans are insured under this insurance, any payment we make for loss either sustained by two or more plans, or of commingled funds or other property of two or more Plans that arises out of one occurrence, is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.

(4) Theft Limitation Exception

Limitation A.4.c., of the Special Property Coverage Form does not apply to coverage provided by this endorsement.

(5) Additional Exclusions

(a) Employee Terminated Under Prior Insurance

We will not pay for loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been terminated and not reinstated since the last such termination.

(b) Insurance Operations

We will not pay for direct or indirect loss resulting from contractual or extra-contractual liability sustained by you in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

(c) Inventory Shortages

We will not pay loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit and loss computation.

(d) Partners

We will pay only for loss caused by any partner or member of a limited liability corporation that is in excess of the sum of:

(i) Any amounts you owe that partner or member; and

(ii) The value of that partner's or member's ownership interest determined by the closing of
you organization's books on the date of discovery of the loss by anyone in your organization not involved in the Employee Dishonesty; and

(iii) Any applicable deductible amount.

(e) Trading Loss
We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account if such loss does not result from dishonesty or fraud.

(6) Additional Conditions
(a) Termination As To Any "Employee"
This insurance is terminated as to any "employee":

(i) Immediately upon discovery by you, or any of your partners, officers or directors not in collusion with the "employee", of any dishonest or fraudulent act committed by that "employee" whether before or after becoming employed by you; or

(ii) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

(7) Limit of Insurance
The most we will pay for each occurrence of loss under this Additional Coverage is the Employee Dishonesty Limit of Insurance stated in the Declarations.

(8) Deductible
We will not pay for loss in any one occurrence unless the amount of loss exceeds the Deductible shown in Paragraph D.5. the Special Property Coverage Form, unless a separate Deductible for Employee Dishonesty applies and is stated in the Declarations. We will then pay the amount of the loss in excess of the Deductible, up to the Limit of Insurance.

No deductible applies to the coverage granted in Paragraph A.1.(3) of this endorsement.

(9) Occurrence Definition
As used in this Additional Coverage, occurrence means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.
OUTDOOR SIGNS

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. We will pay for direct physical loss of or physical damage to all outdoor signs at the "scheduled premises":
   (1) Owned by you; or
   (2) Owned by others but in your care, custody and control.

B. Paragraph A.3., Covered Causes of Loss, and Section B., Exclusions, do not apply to this Optional Coverage, except for:
   (1) Governmental Action;
   (2) Nuclear Hazard; and
   (3) War and Military Action.

C. Additional Exclusion
   We will not pay for physical loss or physical damage caused by or resulting from:
   (1) Wear and tear;
   (2) Hidden or latent defect;
   (3) Rust;
   (4) Corrosion; or
   (5) Mechanical breakdown.

D. Limit of Insurance
   The most we will pay for physical loss or physical damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations.

E. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.
PERSONAL PROPERTY OF OTHERS

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

We will pay, on replacement cost basis, for direct physical loss or physical damage by a Covered Cause of Loss to Personal Property of Others that is in your care, custody and control.

The most we will pay for direct physical loss or physical damage in any one occurrence is the Limit of Insurance applicable to Personal Property of Others shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEMPERATURE CHANGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. We will pay for direct physical loss of or physical damage to "perishable stock" at the "scheduled premises" caused by or resulting from:

1. A change in temperature or humidity resulting from:
   (a) Mechanical breakdown or failure of:
       (1) Stationary heating plants; or
       (2) Refrigerating, cooling or humidity control apparatus or equipment;
   But only while such plants, equipment or apparatus are at the "scheduled premises".
   (b) Complete or partial failure of electric power, either on or away from your "scheduled premises". Such failure of power must be due to conditions beyond your control; or

2. Contamination by a refrigerant.

B. SELLING PRICE

We will determine the value of finished "perishable stock" in the event of direct physical loss or physical damage at the selling price, as if no physical loss or physical damage had occurred less discounts and expenses you otherwise would have had.

C. We will not pay for direct physical loss of or physical damage to "perishable stock" located:

1. On buildings;
2. In the open; or
3. In vehicles, other than trailers used for storage located within 1000 feet of the "scheduled premises".

D. EXCLUSIONS

1. The following exclusions under SECTION B - EXCLUSIONS are deleted:
   (a) Ordinance or Law;
   (b) Power Failure; and
   (c) Mechanical Breakdown in the Standard Property Coverage Form.

2. The following exclusions are added:

We will not pay for direct physical loss or physical damage caused by or resulting from:

(a) The disconnecting of any of the following systems from the source of power:
   (1) Refrigerating;
   (2) Cooling; or
   (3) Humidity control.

(b) The loss of electrical power caused by the shutting off of any switch or other device used to control the flow of electric power or current.

(c) The inability of an electrical utility company, your stationary heating plant or any other power source to provide sufficient heat or power due to:
   (1) Lack of fuel;
   (2) Lack of capacity to make enough heat or power; or
   (3) Order of the government.

(d) Breaking of any glass that is a permanent part of a refrigerating, cooling or humidity control unit.

E. DEDUCTIBLE

We will not pay for loss in any one occurrence unless the amount of loss exceeds the deductible stated in paragraph D.5. of the Standard Property Coverage Form or D.5. of the Special Property Coverage Form, unless a different deductible is stated in the
Declarations for Temperature Change. We will then pay
the amount of loss in excess of the deductible, up to the
Limit of Insurance.

F. LIMIT OF INSURANCE
The most we will pay for direct physical loss or
physical damage in any one occurrence is the
Limit of Insurance for Temperature Change
shown in the Declarations.

G. ADDITIONAL CONDITIONS
1. We will pay for direct physical loss or
physical damage under this Optional
Coverage only when:
   (a) Such physical loss or physical damage
   is not covered elsewhere in this policy or
   any other policy that insures the
   "perishable stock" at the "scheduled
   premises"; and
   (b) This Temperature Change coverage is
   shown as a specific item of insurance in
   the Declarations.

2. In the event of physical loss or physical
damage, none of the other coverages under
this policy or any other policy will share in its
payment unless the provisions of the policy
are similar to the provisions of this Optional
Coverage.

3. We will not pay more than the Limit of
Insurance shown in the Declarations for the
Temperature Change.

H. ADDITIONAL DEFINITIONS
For the purpose of this insurance:

1. "Mechanical breakdown" means:
   (a) Breaking or separation of any
   mechanical part(s) other than gas pipes
   or lines; or
   (b) Burning out of any electrical motor
   servicing such unit; and
   requiring replacement of the damaged parts
to become functional.
   But "mechanical breakdown" does not mean
faulty operation or failure of equipment which
results in temperature change but does not
require replacement of broken parts.
   We will not pay for direct physical loss or
physical damage to "perishable stock"
caused by such faulty operation or failure of
equipment.

2. "Perishable stock" means personal property:
   (a) Maintained under controlled conditions
   for its preservation; and
   (b) Susceptible to direct physical loss or
   physical damage if the controlled
   conditions change.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALUABLE PAPERS AND RECORDS

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. We will pay for direct physical loss of or physical damage to the following types of property at the "scheduled premises" that is your property or property of others in your care, custody or control:

   Valuable Papers and Records, meaning inscribed, printed or written:
   (1) Documents;
   (2) Manuscripts;
   (3) Records including patient records; or
   (4) X-Rays
   including abstracts, books, deeds, drawings, films, maps or mortgages.

   But Valuable Papers and Records does not include:
   (1) Property that cannot be reproduced, replaced or restored;
   (2) "Money" and "Securities";
   (3) Converted data; or
   (4) Programs or instructions used in your data processing operations, including the material on which the data is recorded.

B. Limit of Insurance

   The most we will pay for direct physical loss or physical damage in any one occurrence is the Limit of Insurance for Valuable Papers and Records shown in the Declarations.

C. Deductible

   We will not pay for loss in any one occurrence unless the amount of loss exceeds the policy deductible stated in the Declarations. We will then pay the amount of loss in excess of the Deductible, up to the Limit of Insurance.

D. Under this Optional Coverage we will not pay for property:
   (1) Held as samples or for delivery after sale;
   (2) In storage away from the premises shown in the Declarations; or
   (3) If such property can not be replaced with other property of like kind and quality.

E. With respect to this Optional Coverage, Coverage Extension A.5.h., Property Off-Premises in the Standard Property Coverage Form and Coverage Extension A.6.h., Property Off-Premises in the Special Property Coverage Form are replaced by the following:

   1. You may apply the insurance provided under this Optional Coverage to Valuable Papers and Records while such property is not at the "scheduled premises", including while in transit. The most we will pay for direct physical loss or physical damage under this Coverage Extension is 25% of the Limit of Insurance shown in the Declarations for Valuable Papers and Records but not more than $25,000.

   2. However, if Valuable Papers and Records – Off-Premises is scheduled in the Declarations, then the limit in E.1. above is replaced by the limit of insurance shown in the Declarations for Valuable Papers and Records – Off-Premises.

F. The Valuable Papers and Records Coverage Extension, paragraph A.5.i. in the Standard Property Coverage Form and paragraph A.6.i. in the Special Property Coverage Form, do not apply to any premises where this Optional Coverage applies.

G. With respect to coverage provided by this endorsement, paragraph E.5.d.(6) in the Standard Property Coverage Form and in the Special Property Coverage Form are replaced by the following:

   (6) We will determine the value of "Valuable Papers and Records" at the cost of:
   a. Blank materials for reproducing the records; and
b. The reasonable cost to research, replace or restore the lost information.

H. Section B. Exclusions does not apply to this Optional Coverage except for:

(1) Governmental Action;
(2) Nuclear Hazard; and
(3) War and Military Action.

I. Additional Exclusions

We will not pay for direct physical loss or physical damage caused by or resulting from any of the following:

(1) Dishonest acts by:
   (a) You, or your employees or authorized representatives;
   (b) Anyone else with an interest in the property, or their employees or authorized representatives; or
   (c) Anyone else to whom the property is entrusted.

   This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

   But this exclusion does not apply to a carrier for hire.

(2) Errors or omissions in processing or copying.

   But we will pay for direct physical loss or physical damage caused by resulting fire or explosion.

(3) Electrical or magnetic injury, disturbance or erasure of electronic recordings.

   But we will pay for direct physical loss or physical damage caused by lightning.

(4) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

(5) Unauthorized instructions to transfer property to any person or to any place.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME FROM DEPENDENT PROPERTIES

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of this policy apply to the insurance stated below.

A. Coverage

1. Dependent Properties
   a. We will pay the actual loss of Business Income you sustain due to physical loss or physical damage at the premises of a Dependent Property caused by or resulting from a Covered Cause of Loss.
   b. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole, or in part, by using any other available:
      (1) Sources of materials; or
      (2) Outlet for your products.
   c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

B. Additional Conditions

The following conditions also apply:

1. Coverage provisions respecting direct physical loss or physical damage will apply separately to each Dependent Property premises.
2. This Additional Coverage will end when the Dependent Property should be rebuilt or replaced with reasonable speed and similar quality.
3. The Business Income coverage period does not include any increased period required due to the enforcement of any ordinance or law that:
   a. Regulates the construction, use or repair, or requires the tearing down of any property; or
   b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants or contaminants".
4. The definition of Business Income contained in Paragraph g., Business Income Additional Coverage, of the Standard Property Coverage Form and Paragraph c., Business Income Additional Coverage, of the Special Property Coverage Form also applies to this Business Income from Dependent Properties Additional Coverage.
5. Paragraph A.5.s.(5)(a), Business income from Dependent Properties of the Special Property Coverage Form is deleted and replaced with the following:
   (a) Begins on the date of direct physical loss or physical damage caused by or resulting from a Covered Cause of Loss at the premises of the Dependent Property

C. Limit of Insurance

The most we will pay for each occurrence of loss under this Additional Coverage is the Limit of Insurance for this coverage stated in the Declarations.

When shown in the Declarations as applicable, the Limit of Insurance stated in Paragraph A.5.s.(1) of the Additional Coverage entitled Business Income from Dependent Properties in the Special Property Coverage Form is replaced by the Limit of Insurance for Business Income from Dependent Properties shown in the Declarations.

D. Definitions

1. Dependent Property means property operated by others that you depend on to:
   a. Deliver materials or services to you or to others for your account. This does not include:
      (1) Water, communication, power supply or any other utility service, or
      (2) Any type of web site or Internet service.
b. Accept your products or services;

c. Manufacture products for delivery to your customers under contract of sale; or

d. Attract customers to your business premises.
CRIME COMMON CONDITIONS AND EXCLUSIONS

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

The following conditions are added the Standard Property Coverage Form and the Special Property Coverage Form.

A. CRIME COMMON CONDITIONS

1. Consolidation - Merger
   If through consolidation or merger with, or purchase of assets of, some other entity:
   a. Any additional persons become "employees";
   or
   b. You acquire the use and control of any additional premises;
   any insurance afforded for "employees" or premises also applies to those additional "employees" and premises, but only if you:
      (1) Give us written notice within 60 days thereafter; and
      (2) Pay us an additional premium.

2. Discovery Period for Loss
   We will pay only for covered loss discovered no later than one year from the end of the policy period.
   Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this policy has been, or may be incurred even though the exact amount or the details of the loss may not then be known.
   Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts, which if true, would be a covered loss under this policy.

3. Joint Insured
   a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
   b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
   c. An "employee" of any Insured is considered to be an "employee" of every Insured.
   d. If this insurance or any of its coverages is canceled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
   e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

4. Legal Action Against Us
   The following replaces the Legal Action Against Us in the Property Loss Conditions:
   No one may bring a legal action against us under this Coverage Part unless:
   a. There has been full compliance with all of the terms of this Coverage Part; and
   b. The action is brought within 2 years after the date on which you discover the loss.
5. Loss Sustained During Prior Insurance
   a. If you, or any predecessor in interest, sustained loss during the period of any prior
      insurance that you or the predecessor in interest could have recovered under that
      insurance except that the time within which to discover loss had expired, we will pay for it
      under this insurance, provided:
      (1) This insurance became effective at the
time of cancellation or termination of the
prior insurance; and
      (2) The loss would have been covered by this
      insurance had it been in effect when the
      acts or events causing the loss were
      committed or occurred.
   b. The insurance under this Condition is part of,
      not in addition to, the Limits of Insurance
      applying to this insurance and is limited to the
      lesser of the amount recoverable under:
      (1) This insurance as of its effective date; or
      (2) The prior insurance had it remained in
      effect.
6. Non-Cumulation of Limit of Insurance
   Regardless of the number of years this insurance
   remains in force or the number of premiums paid,
   no Limit of Insurance cumulates from year to year
   or period to period.
7. Loss Covered Under This Insurance and Prior
   Insurance Issued by Us or Any Affiliate
   If any loss is covered under this policy and under
   any prior canceled or terminated insurance that we
   or any affiliate had issued to you or any
   predecessor in interest, we will not pay more that
   the highest single Limit of Insurance. We will
   settle such claim as follows:
   a. We will first pay the Limit of Insurance
      applicable under this policy subject to this
      policy's applicable deductible; then
   b. If the Limit of Insurance under that prior policy
      is equal to or less than the Limit of Insurance
      under this policy, we will make no further
      payment; or
   c. If the Limit of Insurance under that prior policy
      is higher than the Limit of Insurance under this
      policy, we will then pay for any remaining part
      of the loss.

   But in no event will our total payment for loss be
   more than would be payable under the policy with the highest Limit of Insurance.

   We will also apply any deductible under that
   prior policy to the extent it exceeds the
   deductible under this policy.

8. Ownership of Property, Interests Covered
   The property covered under this insurance is
   limited to property:
   a. That you own or hold; or
   b. For which you are legally liable.
   However, this insurance is for your benefit only. It
   provides no rights or benefits to any other person
   or organization.

9. Policy Period
   a. The Policy Period is stated in the
      Declarations.
   b. Subject to the Loss Sustained During Prior
      Insurance condition, A5. above, we will pay
      only for loss that you sustain through acts
      committed or events occurring during the
      Policy Period.

10. Recoveries
    The following replaces the Recovered Property in
    the Property Loss Conditions:
    a. Any recoveries less the cost of obtaining
       them, made after settlement of loss covered
       by this insurance will be distributed as follows:
       (1) To you, until you are reimbursed for any
           loss that you sustain that exceeds the
           Limit of Insurance and the Deductible
           Amount, if any;
       (2) Then to us, until we are reimbursed for
           the settlement made;
       (3) Then to you, until you are reimbursed for
           that part of the loss equal to the
           Deductible Amount, if any.
    b. Recoveries do not include any recovery:
       (1) From insurance, suretyship, reinsurance,
           security or indemnity taken for our benefit;
           or
       (2) Of original "securities" after duplicates of
           them have been issued.

B. CRIME COMMON EXCLUSIONS
   The following are Exclusions replace the Exclusions in
   Section B:

   1. Governmental Action
   We will not pay for loss resulting from seizure or
destruction of property by order of governmental
authority.
2. Indirect Loss
We will not pay for loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:

a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.

b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.

c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

3. Legal Expenses
We will not pay for expenses related to any legal action.

4. Nuclear Hazard
We will not pay for loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

5. War and Similar Actions
We will not pay for loss resulting from war, whether or not declared, war-like action, insurrection, rebellion or revolution, or any related act or incident.

C. CRIME COMMON DEFINITIONS
The following is added to Definitions

"Employee" means:

1. Any natural person:
   a. While in your service (and for 60 days after termination of service); and
   b. Whom you compensate directly by salary, wages or commissions; and
   c. Whom you have the right to direct and control while performing services for you;

2. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises;

3. Any natural person who is your partner or member of a limited liability corporation.

4. Any natural person, whether or not compensated, while performing services for you as the chairman or a member of any committee;

5. Any natural person who is a non-compensated officer;

6. Any natural person who is a director or trustee while acting as a member of any of your elected or appointed committees or while acting within the scope of the usual duties of an "employee";

7. Any natural person who is a non-compensated volunteer, other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee";

8. Any natural person who is a former employee, director, partner, member, representative or trustee retained as a consultant while performing services for you;

9. Any natural person who is a student intern who is pursuing studies or acting within the scope of the usual duties of an "employee";

10. Any natural person, who is a student enrolled in your facility, while handling or has possession of property or funds in connection with sanctioned student activities;

11. The spouses of and children over 18 years old who reside with any "employee" who is a building manager, superintendent or janitor.

Each family is deemed to be, collectively, one "employee" for the purposes of this insurance, except that any Termination Condition applies individually to the spouse and children.

"Employee" does not mean:

(1) An agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Any manager, director, partner, member or trustee, except while acting within the scope of the usual duties of an "employee".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORGERY COVERAGE
(Including Credit Cards, Currency and Money Orders)

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

The following is added to Additional Coverages:

A. FORGED OR ALTERED INSTRUMENTS
   COVERAGE

1. Covered Property
   Covered Property means the following instruments:
   a. Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
      (1) Made or drawn by or drawn upon you;
      (2) Made or drawn by one acting as your agent;
      or that are purported to have been so made or drawn; and
   b. Written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.

2. Covered Causes of Loss
   Covered Causes of Loss means forgery or alteration.

3. Legal Expense Additional Coverage
   If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. This payment is in addition to the applicable Limit of Insurance. The Deductible does not apply to this Coverage Extension.

4. Additional Conditions
   The following conditions apply in addition to the Common Policy Conditions and the Crime Common Conditions and Exclusions Form.
   a. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
   b. You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.
   c. The Coverage Territory is revised to cover loss you sustain anywhere in the world.

5. Exclusion
   The following Exclusion applies in addition to the Exclusions in the Crime Common Conditions and Exclusions.
   We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, or trustees:
   a. Acting alone or in collusion with other persons; or
   b. While performing services for you or otherwise.
B. COUNTERFEIT CURRENCY AND MONEY ORDERS COVERAGE

1. Covered Property
   Covered Property means the following:
   We will pay for loss directly resulting from
   a. Money orders, including counterfeit money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank that are not paid upon presentation; and
   b. Counterfeit United States or Canadian paper currency.

2. Covered Causes of Loss
   Covered Causes of Loss means the acceptance of Covered Property in good faith, in exchange for merchandise, money or services, during the regular course of business.

3. Exclusions
   The following Exclusion applies in addition to the Exclusions in the Crime Common Conditions and Exclusions.
   a. We will not pay for loss resulting from any dishonest or criminal act committed by any of your “employees”, directors, trustees or authorized representatives:
      (1) Acting alone or in collusion with other persons; or
      (2) While performing services for you or otherwise.
   b. We will not pay for loss resulting from the giving or surrendering of property in any exchange or purchase.
   c. We will not pay for loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

C. DEDUCTIBLE
   We will not pay for loss in any one Occurrence unless the amount of loss exceeds the Deductible stated in the Declarations. We will then pay the amount of loss in excess of the Deductible, up to the Limit of Insurance.

D. LIMIT OF INSURANCE
   The most we will pay for each Occurrence of loss under this Endorsement is the Forgery Limit of Insurance stated in the Declarations.
   The Additional Coverages are included in this Limit of Insurance.

E. OCCURRENCE DEFINITION
   1. For Forged or Altered Instruments Coverage, Occurrence means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments of Covered Property.
   2. For Counterfeit Currency and Money Order Coverage, Occurrence means an:
      a. Act or series of related acts involving one or more persons; or
      b. Act or event, or series of related acts or events not involving any person.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFF-PREMISES UTILITY SERVICES – DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. DIRECT DAMAGE EXTENSION FOR OFF-PREMISES UTILITY SERVICES

This Coverage Extension applies only to the "scheduled premises" shown in the Declarations with a Utility Services Limit of Insurance. The Utility Services Limit of Insurance is part of, not in addition to, the Limit of Insurance stated in the Declarations as applicable to the Covered Property.

We will pay for direct physical loss of or physical damage to Covered Property described in the Declarations caused by the interruption of utility service to the "scheduled premises". The interruption must result from direct physical loss or physical damage by a Covered Cause of Loss to the following property, not on the "scheduled premises":

1. "Water Supply Services";
2. "Communication Supply Services"; or
3. "Power Supply Services".

B. ADDITIONAL DEFINITIONS

1. "Water Supply Services", meaning the following types of property supplying water to the "scheduled premises":
   a. Pumping stations; and
   b. Water mains.

2. "Communication Supply Services", meaning property supplying communication services, including telephone, radio, microwave or television services, including overhead transmission lines to the "scheduled premises", such as:
   a. Communication transmission lines, including optic fiber transmission lines;
   b. Coaxial cables; and
   c. Microwave radio relays except satellites.

3. "Power Supply Services", meaning the following types of property supplying electricity, steam or gas, including overhead transmission lines to the "scheduled premises":
   a. Utility generating plants;
   b. Switching stations;
   c. Substations;
   d. Transformers; and
   e. Transmission Lines.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY SERVICES EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. AMENDMENT OF EXCLUSION

The following changes are made to Section B., Exclusions, of the Business Liability Coverage Form:

1. The following is added to Exclusion B.1.j., Professional Services:
   This exclusion does not apply to "bodily injury" or "property damage" arising out of the insured's "technology services".

2. With respect to the coverage provided by this endorsement only, Paragraphs (4) and (5) of Exclusion B.1.k., Damage to Property, are deleted.

B. EXCLUSIONS

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering or failure to render "technology services" involved with or related to:

1. Emergency response systems or services;
2. Medical diagnostic services or processes;
3. Aviation, aerospace, or military applications or operations, including weapons systems;
4. Pollution or environmental control, testing, monitoring or remediation; or
5. Physical security including but not limited to fire, sprinkler, smoke, burglar alarm or monitoring systems or access control.

C. CLARIFICATION AS RESPECTS THE LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

The limits of coverage provided by this endorsement are within, and not in addition to, the otherwise applicable Limits of Insurance for "bodily injury" or "property damage" as provided by Section D., LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE, of the Business Liability Coverage Form.

Any damages we pay on your behalf as covered by this endorsement will erode the General Aggregate limit available to make payments for any other claim covered by the Business Liability Coverage Form. Similarly, any payment made on your behalf for covered losses under the Business Liability Coverage Form will also erode the General Aggregate limit available to pay for losses covered under this endorsement.

D. ADDITIONAL DEFINITION

With respect to the coverage provided by this endorsement only, the following definition is added to Section G., LIABILITY AND MEDICAL EXPENSE DEFINITIONS, of the Business Liability Coverage Form:

"Technology services" means any of the following services performed for others:

a. Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems hardware, devices or components;

b. Integration of systems;
c. Processing of, management of, mining or warehousing of data;

d. Administration, management, operation or hosting of another party’s systems, technology or computer facilities;

e. Website development or website hosting;

f. Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;


g. Manufacture, sale, licensing, distribution or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

h. Design and development of: code, software or programming; and

i. Providing software application services, rental or leasing.
THIS ENDORseMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL LOSS SUSTAINED BUSINESS INCOME & EXTRA EXPENSE - SPECIFIED LIMIT COVERAGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

This coverage applies only when it is indicated in the Declarations. The provisions of the policy apply to the coverage stated in this endorsement, except as indicated below.

A. Provision A.4.g. Business Income in the Standard Property Coverage Form and provision A.5.o. Business Income in the Special Property Coverage Form are deleted and replaced by the following:

Business Income

(1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", caused by or resulting from a Covered Cause of Loss.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:

(a) The portion of the building which you rent, lease or occupy; and

(b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".

(3) We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or physical damage. This Additional Coverage is subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(4) Business Income means the:

(a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no direct physical loss or physical damage had occurred; and

(b) Continuing normal operating expenses incurred, including payroll.

(5) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That part or all of the "scheduled premises" is rendered untentable as a result of a Covered Cause of Loss if coverage for Business Income applies to the policy.

B. Provision A.4.h. Extra Expense in the Standard Property Coverage Form and provision A.5.p. Extra Expense in the Special Property Coverage Form are deleted and replaced by the following:

Extra Expense

(1) We will pay reasonable and necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.
(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the "scheduled premises" are located, your "scheduled premises" also means:

(a) The portion of the building which you rent, lease or occupy; and
(b) Any area within the building or on the site at which the "scheduled premises" are located, but only if that area services, or is used to gain access to, the "scheduled premises".

(3) Extra Expense means expense incurred:

(a) To avoid or minimize the suspension of business and to continue "operations":

(i) At the "scheduled premises"; or
(ii) At replacement premises or at temporary locations, including:

(aa) Relocation expenses; and

(bb) Cost to equip and operate the replacement or temporary location, other than those costs necessary to repair or to replace damaged stock and equipment.

(b) To minimize the suspension of business if you cannot continue "operations".

(c) To:

(i) Repair or replace any property; or
(ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage, Extra Expense, or Additional Coverage – Business Income.

We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or physical damage. This Additional Coverage is included in and subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(4) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; or

(b) That part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss if coverage for Extra Expense applies to the policy.

(5) Limitation

This Extra Expense Coverage does not apply to:

(a) Any deficiencies in insuring building or business personal property; or

(b) Any expense related to any recall of products you manufacture, handle or distribute.

C. Provision A.4.j. Extended Business Income in the Standard Property Coverage Form and provision A.5.r. Extended Business Income in the Special Property Coverage Form are deleted and replaced by the following:

Extended Business Income

(1) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during that period that:

(a) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

(b) Ends on the earlier of:

(i) The date you could restore your "operations" with reasonable speed, to the condition that would have existed if no direct physical loss or physical damage occurred; or

(ii) 30 consecutive days after the date determined in (1)(a) above.

Loss of Business Income must be caused by direct physical loss or physical damage at the "scheduled premises" caused by or resulting from a Covered Cause of Loss.

This Additional Coverage is included in and subject to the Business Income Specified Limit of Insurance indicated in the Declarations.

(2) With respect to the coverage provided in this Additional Coverage, suspension means:

(a) The partial slowdown or complete cessation of your business activities; and

(b) That a part or all of the "scheduled premises" is rendered untenable as a result of a Covered Cause of Loss.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPER STRETCH FOR TECHNOLOGY AND SOFTWARE SERVICE PROVIDERS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes apply to the Standard Property Coverage Form, Additional Coverages, A.4., or to the Special Property Coverage Form, Additional Coverages, A.5.:

1. Blanket Coverage Limit of Insurance
   The following Additional Coverage is added:
   We will pay up to $250,000 in any one occurrence as a Blanket Coverage Limit of Insurance to apply at each "scheduled premises" and to apply to the sum of all covered losses under the coverages described in this section A.1.a. through A.1.d. arising out of a single Covered Cause of Loss occurrence. You may apportion this Limit among these coverages as you choose.
   This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for these coverages.

a. Accounts Receivable
   Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to your records of accounts receivable receivable on or away from your "scheduled premises", including while in transit.
   This Additional Coverage is subject to the provisions of Accounts Receivable, Form SS 04 39, with the exception of the Limit of Insurance provision contained in that form. Accounts Receivable, Form SS 04 39 is made a part of this policy whether or not Accounts Receivable coverage is indicated in the Declarations.

b. Computers and Media
   Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to your computer systems.
   This Additional Coverage is subject to the provisions of Computers and Media, Form SS 04 41, with the exception of the Limit of Insurance provision contained in that form. Computers and Media, Form SS 04 41 is made a part of this policy whether or not Computers and Media coverage is indicated in the Declarations.

c. Debris Removal
   Within the Blanket Coverage Limit of Insurance, we will pay for increases under Debris Removal additional limit, C.4.b.

d. Personal Property of Others
   Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to personal property of others that is in your care, custody or control.
   This Additional Coverage is subject to the provisions of Personal Property of Others, Form SS 04 45, with the exception of the statement concerning Limit of Insurance applicable to Personal Property of Others shown in the Declarations, contained in that form. Personal Property of Others, Form SS 04 45 is made a part of this policy whether or not Personal Property of Others coverage is indicated in the Declarations.

e. Temperature Change
   Within the Blanket Coverage Limit of Insurance, we will pay for direct physical
loss of or physical damage to perishable stock caused by or resulting from a change of temperature or contamination by a refrigerant.

This additional coverage is subject to the provisions of the Temperature Change, Form SS 04 46, with the exception of the Limit of Insurance provision contained in that form. Temperature Change, Form SS 04 46 is made a part of this policy whether or not Temperature Change coverage is indicated in the Declarations.

f. Valuable Papers and Records

Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to your valuable papers and records.

This Additional Coverage is subject to the provisions of the Valuable Papers and Records Coverage in Form SS 04 47, with the exception of the Limit of Insurance provision contained in that form. Valuable Papers and Records Coverage, Form SS 04 47 is made a part of this policy whether or not Valuable Papers and Records coverage is indicated in the Declarations.

2. Airline Tickets - Theft Supplement

We will pay up to $2,000 in any one occurrence as an additional amount of insurance to cover the theft of airline tickets while they are in transit on a covered trip within the "coverage territory".

3. Brands and Labels

The following Additional Coverage is added:

In the event of covered physical loss or physical damage to merchandise, that is branded or labeled, we will take all or part of the physically damaged property at an agreed or appraised value and we will pay for:

a. Expenses you incur to:

(1) Stamp salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise and its containers to comply with the law.

b. Any reduction in the salvage value of the damaged merchandise as the result of the removal of the brand or label.

This Additional Coverage is included within the Business Personal Property Limit of Insurance.

4. Claim Expenses

The following Additional Coverage is added:

In the event of covered loss or physical damage, we will pay up to $10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

a. The investigation of a claim or suit; or

b. The determination of the amount of loss, such as taking inventory, or auditing business records.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

5. Computer Fraud

The following Additional Coverage is added:

We will pay up to $5,000 in any one occurrence for physical loss of or physical damage to "money", "securities", and other property having intrinsic value resulting directly from computer fraud. Computer fraud means any act of stealing property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside your premises or from a banking institution or similar safe depository, to a person (other than a "messenger") outside those premises or to a place outside those premises.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

6. Contract Penalty

The following Additional Coverage is added:

We will pay up to $2,500 in any one occurrence as an additional Limit of Insurance to cover contract penalties you are assessed due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss to covered property.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

7. Contractors Equipment

The following Additional Coverage is added:

We will pay up to $10,000 in any one occurrence as a Limit of Insurance to cover direct physical loss of or physical damage to equipment used in your construction or installation business, but only for equipment
ATTACHMENT NO. 2
Rocio Nunez
8th Floor Purchasing and Contract Services Division
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

An innovative solution for:

INGLEWOOD POLICE DEPARTMENT

Rafael Quinto, Chief Operating Officer
Email: Rafael.quinto@bicicon.com
Phone Number: (562) 572.2616
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Bridged Innovations
# Commission & Rate Structure

**Bridged Innovations’ Commission Offer**

Guaranteed Commission on All Inmate Phone Calls (Including Interstate Calls) | 35%

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## Proposed Call Rates

<table>
<thead>
<tr>
<th>Type</th>
<th>Connection</th>
<th>Per Minute</th>
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</thead>
<tbody>
<tr>
<td><strong>Collect</strong></td>
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</tr>
<tr>
<td>Local</td>
<td>$0.00</td>
<td>$0.07*</td>
</tr>
<tr>
<td>Intralata</td>
<td>$0.00</td>
<td>$0.07*</td>
</tr>
<tr>
<td>Interlata</td>
<td>$0.00</td>
<td>$0.07*</td>
</tr>
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<td>Interstate*</td>
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</tr>
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<td>$0.75</td>
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<td></td>
</tr>
<tr>
<td>Local</td>
<td>$0.00</td>
<td>$0.07*</td>
</tr>
<tr>
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<tr>
<td>Interlata</td>
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<td>$0.07*</td>
</tr>
<tr>
<td>Interstate*</td>
<td>None</td>
<td>$0.21**</td>
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<td>$0.75</td>
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</tr>
<tr>
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</tr>
<tr>
<td>Intralata</td>
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<td>$0.07*</td>
</tr>
<tr>
<td>Interlata</td>
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<td>$0.07*</td>
</tr>
<tr>
<td>Interstate*</td>
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<td>$0.21**</td>
</tr>
<tr>
<td>International / Mexico</td>
<td>None</td>
<td>$0.75</td>
</tr>
</tbody>
</table>

*Per California Public Utility Commission (CPUC) Interim Rates, August 7, 2021. Rates subject to change

Executive Summary & Competitive Financial Offer

Bridged Innovation Inc. is a nationwide provider of inmate telephone services and is pleased to present our proposal for Inmate Telephone Service to the city of Inglewood. Incorporated in the state of California by a couple of United States Marine Corps veterans, Bridged Innovations takes pride in being a true full-service technology company dedicated to your success!

Bridged Innovation’s iCON system has been providing exceptional results for more than twenty (20) years. Our company has a unique kind of quality experience you won’t find with other vendors. Bridged Innovations is a single source company providing every aspect of service involved in inmate communications, without outsourcing. Other vendors typically use third-party companies to provide things like billing services, operator services, the actual telephone service, and even the communication management system.

Many factors are at play in maximizing a facility’s commission revenue from inmate calling. Bridged Innovations’ experts have spent more than 20 years finding the perfect balance that enables Bridged Innovations to increase a facility’s revenue. As a single-source provider, Bridged Innovations is a telephone service provider with a carrier-grade network that can substantially increase call volume. Because we don’t outsource any aspect of service, our operating costs are lower. This is not typical in the industry and is a key differentiator compared to our competitors. Because of this, we can guarantee 35% Guaranteed Commissions to the city of Inglewood.

Bridged Innovations understands that there is a delicate balance between generating revenue for the facility while still being able to offer a fair and reasonable calling rate. Bridged Innovations believes that both factors are crucial in ensuring a successful, ongoing calling practice by the inmate population and their loved ones. Rate quotes are delivered to callers via Bridged Innovation’s Automated Voice Response System (IVR) with prompts in English and Spanish, as well as a variety of other language option required by the facility. All rate quotes are delivered prior to call acceptance and the bridging of the calling parties.

Our approach in providing an optimal financial solution is to leverage our state-of-the-art technology, effective rates for inmate friends and family, and modern equipment to maximize call volume and revenue for each unique facility we serve.
Telecommunications is the core nature of the service you need provided, and Bridged Innovations is a certified telecommunications company. Our competitors, however, are mostly software or database companies who just provide telephone service by outsourcing to actual telephone companies (such as AT&T or Verizon). Telecommunications is embedded in Bridged Innovations' DNA. Moreover, we are also a software technology company. In fact, Bridged Innovations is a unique, all-in-one company.

**Connecting More Calls**

Thanks to our organic nature as a telecommunications provider, Bridged Innovations connects far more calls than other vendors, which means you won't be missing out on valuable revenue and investigative opportunities.

There is a reason our competitors are not able to connect as many calls as Bridged Innovations—they do not understand the complexities of telecommunications. When an inmate places a call from a facility serviced by this kind of vendor, that call might be passed between several different phone companies before finally being connected to the called party. This presents a number of issues:

1. The control of the call is not in the hands of the vendor. It is in the hands of all those other phone companies. Due to the nature of correctional inmate communications, this presents obvious dangers related to security, fraud, and the use of these communications as evidence in a court of law.
   - The Bridged Innovations Solution: We maintain control over every call.

2. If the last company handling the call (the one that terminates the call) does not have a billing agreement in place with the called party's chosen local telephone company, then that call may not be connected because it cannot be billed.
   - The Bridged Innovations Solution: We originate and terminate all calls on our own behalf via our own network. We have billing agreements in place to ensure that any inmate call to any destination in the world will be able to be billed (and therefore will be connected).

Even if you are offered the most advanced investigative technology in the world by every bidding vendor, it means nothing if you don't have a high volume of calls on which to actually use that technology.

**Accountability to Every Party - Servicing Your Constituents**

Our conscious effort to remain a single-source provider goes even further. Bridged Innovations has its very own in-house, 24/7 call centers. Until very recently, other vendors did not provide this service at all, but our team has been doing so for more than twenty (20) years.
Other vendors simply don’t have the extensive infrastructure needed to provide these services, which is why they may outsource. They might say they care about friends and family and your constituents, but if that’s true then why do they leave the task of servicing them to other companies?

Bridged Innovations is a single company, fully accountable to provide a positive user experience at every level. There are three main parties involved in your facility’s inmate communications, and Bridged Innovations considers all of them its customers:

1. Correctional Facilities (You)
2. Friends and Family
3. Inmates

We will take care of your constituents and inmates because they are our valued customers.

Unparalleled Service & Support

We value each of our clients and understand the absolute need for our system to be operational at all times. Here at Bridged Innovations, we take a proactive approach. We don’t wait until you notify us of a problem with your facility’s inmate phone system. In addition to constant 24/7 remote monitoring, diagnostic testing, and system updates, we will also conduct regular on-site technician visits to ensure that every aspect of your inmate phone system is always running smoothly. Our aim is to catch any issue that might cause a problem long before it can affect your communication system.

Bridged Innovations understands that a secure and safe correctional environment depends on a set schedule for the inmate population. We are proposing a 15 day implementation plan ensuring no disruption or down time for the jail. The installation project will be lead by Frank Flores, who will ensure a seamless transition with very little involvement from jail staff. Not only will our transition be effortless, but we will also provide the jail with 24-hr support, to include holidays for the entirety of the contract. Operating out of La Puente, CA, we are local to the city of Inglewood and can quickly deploy a field technician should there be a need for repairs. No contractors will be required for this project.

Some of Bridged Innovations satisfied customers include:

City of Pomona, CA  Sgt. Andrew Warm, andrew.warm@pomonaca.gov (909) 620-2075
City of Ferndale, MI  Ofc. Jillian Mahlmeister, jmahlmeister@ferndalepolice.org (248) 584-2596
City of Rochester, MI  Lt. Keith Harper, kharper@rochestermi.org (248) 651-9621
Industry Leading Guaranteed Equipment and Service Response Times
If something ever does go wrong, Bridged Innovations contractually guarantees exceptional service response times:

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Service Category (Priority Level 1)</td>
<td>Technician on-site within 2 hours</td>
</tr>
<tr>
<td>Major Service Category (Priority Level 2)</td>
<td>Immediate response, resolved in 4 hours</td>
</tr>
<tr>
<td>Minor Service Category (Priority Level 3)</td>
<td>Immediate response, resolved in 8 hours</td>
</tr>
</tbody>
</table>

A Team You Can Trust
With more than 20 years of experience, our Bridged Innovations team of dedicated telecommunications professionals has supported the needs of facilities in all 50 states. Our inmate communication management system, iCON™, has been implemented in small and large facilities throughout the country, from single-building police departments and jails to multi-facility Departments of Corrections. Moreover, the city of Inglewood is familiar with iCON, as it was utilized by the jail for a period between 2012 through 2020 and was found to be of great use.

As a veteran-owned business, Bridged Innovations does not compromise on our level of service and dedication. We provide superior Tier 1 Support and a pool of local and nationwide technicians to ensure your facility’s unique needs are met throughout the length of our Agreement. iCON’s reporting tool ensures expedited service repairs, most answered within the hour of being opened by the facility. Bridged Innovations’ experts are here for your facility every step of the way.

Installation Project Lead:
Frank Flores
frank.flores@bicicion.com
(562) 244-8491
Francisco (Frank) Flores  
President  
Frank is highly analytical and technical with a proven track record of managing teams of professionals to acquire common goals for over eighteen years. Prior to co-founding Bridged Innovations, Frank served as Vice President of Network Development for Legacy Inmate Communications, a California based Company that provided communication resources to correctional facilities. Frank has experience in Operations, Information Technology, Project Management and Network Administration. He has successfully spearheaded over 200 installations of correctional facilities nationwide. Frank will be highly involved in both the installation and post-installation processes. Mr. Flores is a veteran of the United States Marine Corps where he honorably served for four years as a Non-Commissioned Officer.

Rafael (Ralph) Quinto  
Chief Operating Officer  
Rafael carries over 20 years of experience in correctional telecommunication business operations that include Finance, Customer Services, Billing Operations, Technical Support, Network Administration, Project Management and Regulatory Compliance. Prior to co-founding Bridged Innovations, Rafael served as Vice President of Operations for Legacy Inmate Communications, a California based Company that provided communication resources to correctional facilities. During his tenure at Legacy Inmate Communications, Rafael was an integral part of the Executive Management Team that grew to be one of the largest Inmate Telephone Service (ITS) providers in the country, servicing over 300 facilities nationwide. Rafael holds a B.A. in Economics from the University of California, Fullerton. Mr. Quinto is also a veteran of the United States Marine Corps where he honorably served for four years as a Non-Commissioned Officer.

Paul Truong  
Chief Technology Officer  
Paul Truong leads an internal team of programmers and keeps abreast of new and emerging technologies. Prior to co-founding Bridged Innovations, Paul served as Chief Technology Officer for Legacy Inmate Communications, a California based Company that provided communication resources to correctional facilities. Paul joined the Legacy team in early 2000 and was instrumental in the research and development of Legacy’s inmate communications system – iCON. With a total of twenty (20) years in the field of Information Technologies, eleven (11) of those have contributed to the success of Legacy’s ventures. Paul also served as the Director of Information Technologies at Harte Hank, OIA Global Logistics, and Bertelsmann Services, Inc. Mr. Truong is familiar with the following Programming Languages; C, C++, VHDL, .NET, Visual Studio.Net, Envox IVR, Assembly, SQL, Java, HTML, Visual Basic, Oracle and Access based data systems. Paul holds a MS degree in Computer Engineering from the Walden University, MN.
iCON™ System

A Smart, Intuitive System Designed Around You

The inmate communication management system, iCON®, was created entirely around the user. The system pays attention to the tools and features you use the most in your daily work and ensures that those tools are ready and accessible where and when you need them.

Bridged Innovations understands that many types of staff members use an inmate communication management system—from investigators to administrators to finance users and more. The iCON system is powerful. It tracks extremely large amounts of data about all the different communications occurring at a facility—but not every user needs access to all this data all the time. iCON is all about filtering out what is important and relevant for you.

The best example of how iCON accomplishes this is the Dashboard. The Dashboard is the first screen a user sees when opening iCON—their homepage. The Dashboard gives each user a birds-eye view of all communication activity occurring live at the facility. It also provides easy, immediate access to the exact tools and data you are most likely to need. It does so by learning from your recent activity in the system and by giving you the control to pick and choose exactly what you do and do not want to see on your personal Dashboard. No two users’ Dashboards will look the same because the iCON Dashboard is a truly customized, user-specific engine designed to make navigation as personalized and efficient as possible.
iCON™ is the turnkey system that powers trustworthy inmate communication management at countless detention facilities nationwide. It comes equipped with a collection of investigative utilities you’ll rely on every day, all accessible from any device with an Internet connection. iCON™ makes it easy to manage, find, share, and investigate like never before.

iCON is a web-based ITS providing the police department with the ability to access the complete system’s full functionality, including call recording and monitoring, data and reporting, blocking or researching numbers, and all other features from on- or off-site via an approved device using an internet connection and Internet Explorer 6.0 or greater, Google Chrome, or Firefox. The police department may use any of its existing devices (desktops, laptops, tablets, or cell phones) from on- or off-site to access the system’s full functionality.
Custom User Dashboard

Design & Build Your Own Unique Dashboard in Minutes

At last, a communication management system that allows each user to build a customized dashboard catered to their unique responsibilities and interests. Due to iCON's highly personalized design, no two users will ever have the same dashboard.

"My Dashboard" is a commanding solution that delivers an at-a-glance overview of your Key Communication Performance Indicators (KCPIs) and relevant data particular to investigations or tasks you are interested in.

The result is actionable data immediately when you log in, leading to a more productive investigation. iCON's My Dashboard will give you insight into your facility's live and historical communication patterns while easily identifying suspicious activity. My Dashboard is divided into four (4) key summaries that help you manage and investigate the communications of your inmate population.
Live Communication
Gives You Quick Access to Live and Historical Activity

Active Communication
The Live Communication summary provides the user with an overview of all current communication taking place within your facilities as well as the ability to review historical communication activity.

At a moment’s glance you will be able to see all active communication, enabling you to strategically decide which type of service to live monitor or to quickly identify inconsistencies in usage.

The Live Communication summary visually displays your facilities communication on an interactive doughnut graph, segmented by type of communication and corresponding activity level.

In the example to the right, there are 36 active phone calls (with 467 inactive phones) and 10 active video visits (with 24 inactive video visitation kiosks).

When one of these segments is clicked (e.g., active calls or active video visits), the live monitoring utility for that service is immediately opened so that the investigator may begin listening to these active communications.

Live Call Monitoring Utility
(Opens After Clicking on the Active Call Portion of the Doughnut Chart)
Live Video Visit Monitoring Utility (Opens After Clicking on the Active VVS Portion of the Doughnut Chart)

Calls may be monitored and recorded simultaneously. Every single call attempted through our system is recorded and able to be monitored unless otherwise indicated as non-recordable in the system (e.g., attorney numbers).

Historical Communication
At the bottom of the Live Communication summary there is a “View Completed Communication Activity” button. This button will bring up a visual summary of the facility’s recently completed communications.

This utility is perfect for forecasting future usage, adjusting the communication schedule and length, and uncovering suspicious activity such as abnormal call volume levels. The communication charts are easy to read and deliver an intuitive graphical representation of historical trends.

Historical Communication Charts (Available Charts: Today, Last 7 Days, or Last 30 Days.)

Click the appropriate button to display the communication totals for today, the last 7 days, or the last 30 days.

This chart details the historical Call and Video Visit data.

This chart details the historical VoiceMail, Email, and Video Messaging data.
To review (listen or watch) any communication recording displayed on one of the charts, users may simply click on the point of interest in the chart. They will be immediately redirected into either a call or video visit detail report for the communication that took place on that specific date and time. For example, if a user clicks on the 26 calls that took place at 11:00 am on the chart above, iCON will automatically run a report and display the relevant call recordings for the user to listen to. The user can further filter the call recordings using the Reports and Detail Parameters at the top of the page.

**Automated Call Detail (Opens After Clicking on a Point on the Completed Call Chart.)**

**Expanded Call Detail (Add and View Notes, Recording Playback, Download and Save Recording, Recording Details, View Called Party’s Address)**
Service Requests
*Bringing Service to the Forefront, Where It Belongs*

iCON’s Service Requests summary provides the user with an overview of all current and recent service requests at your facilities.

At a moment’s glance you will be able to review the current status of every request made by your facilities and assess the quality of service you are receiving from Bridged Innovation’s support team.

The doughnut chart in the Service Requests summary displays the number of Submitted, Open, Monitoring, and Resolved requests from the last 30 days. This information is updated automatically as our service team works on your requests so that you are always aware of the status of any outstanding issues.

When a user clicks on the Service Requests chart from the Dashboard, they are redirected to the full Service Requests utility where they can review all service requests and read or add notes.

*Active Service Requests (Opens After Clicking on the Service Requests Summary Chart)*
My Recent Activities

Getting You Back to Your Investigation as Quickly as Possible

iCON’s My Recent Activities summary provides the user with an overview of their most recent activity within iCON.

When you take a break, regardless of if it is a short lunch break or a two-week vacation, the next time you log into iCON the dashboard allows you to immediately resume your last activity by using the My Recent Activities summary. iCON automatically tracks and logs the user’s activity as they navigate through the system. As the user works, iCON catalogs the usage and details of that workflow on the user’s dashboard.

Putting these important utilities upfront on the user’s personalized dashboard lets the user work more efficiently by allowing them to navigate directly to the same page they were last on with one simple click.

My Favorites

Save Your Favorite Utilities on Your Personalized Dashboard

My Favorites is the most customizable and intuitive piece of the User Dashboard. iCON 5.0 lets each individual user save their favorite (most used and customized) utilities right on iCON’s landing page. Any utility within iCON can be saved, meaning this summary can be configured in a myriad of combinations, giving each user a unique working system optimized to perform their tasks.

As an investigator your time is finite and needs to be used efficiently. Now with My Favorites an investigator would be able to create a customized query in iCON’s call detail report and save those exact search parameters to their My Favorites list. The next time that investigator needs to run that same query, they will simply click the saved CDR search. iCON will automatically enter
the saved search parameters, run the report, then display the results for the investigator to quickly review the call recordings.

**Multi-level Passwords & User Activity Log**

**User Passwords**

iCON only allows users with an appropriate user access level to monitor inmate communications, listen to communication recordings, modify inmate data, generate reports, etc. The system features a User List interface that allows for administrators to designate multi-level passwords ensuring that only designated personnel can view certain (targeted) information contained within the system. User lists can only be defined by Administration level passwords. Standard settings designate the following user levels:

- **Administrative**: Full access to all iCON utilities including Facility Configuration and User Levels.
- **Power User**: Full access to all iCON utilities except for the Facility Configuration and User Level utilities.
- **Investigative**: Access to communication monitoring, recording, reporting, audio mining, watch list alerts, communication details, and downloading.
- **Finance**: Access to all billing and commission reporting.
- **Data Entry**: Allows access only to manually enter PINs or other data.
- **User Defined**: Allows an administrator to create a custom user level for a user. This is perfect for a staff member that performs multiple roles that don’t fit perfectly into iCON’s preset user groups. For example: a staff member that does financial and data entry tasks.

These user access levels may be changed and customized in any way the police department chooses. Bridged Innovations’ iCON infrastructure was constructed to be infinitely scalable, allowing for continual system expansion and limitless data storage capacity.
User Activity Logs

Within the iCON Users interface, Administrators can access the User Activity Logs which provide detailed insight into user actions, times and dates of access, files viewed and modified, workstations used, etc.

Bridged Innovations has given paramount consideration to maximizing system security from both inside and outside of the facility. Firewalls are diligently utilized to prevent any intrusion into the system. Only those IP addresses with proper authorization rights will be permitted to access the system. Network security levels can be set within the system's Facility Setup interface. Administrators can add, subtract, and define only those IP addresses they feel need to access the system.

User Activity Logs

Track each user and his/her system activity with the User Activity Log feature.

Each User Activity Log displays the following information to positively identify the tasks being performed by each individual User:
- Username
- Description of User Session
- Date/Time
- IP Address of Authorized User
End of Confidential & Proprietary Information

Leave Behind Solution

Bridged Innovations has 3 accommodating options for a leave-behind solution at the end of a contract term. These options include:

1. **A Single iCON Login**: This is Bridged Innovations’ standard leave-behind. We will allow a single user to maintain their iCON login after the contract term. Through this single login, the police department will have unlimited access to recordings and data. Bridged Innovations will continue to store all call and visitation recordings, documentation, reports, data, etc. for seven (7) years at its redundant Data Centers.

2. **Digital Storage Device**: Bridged Innovations would provide the police department with all call and visitation recordings, documentation, reports, and data on a digital storage device. This device can be an external hard drive, flash drive or DVD (police department option). The accountability of storing this digital storage device and data will be the responsibility of the police department after the device is delivered.

3. **Data Transfer with the New Provider**: Bridged Innovations also has the capacity to do an electronic data transfer with the new provider. Bridged Innovations will work with the new provider to conduct this file transfer in the appropriate file formats to accommodate their systems requirements. The accountability of storing this data will be the responsibility of the new provider.
Investigative Tools

iCON is a web-based ITS providing investigators with the ability to access the complete system, including full functionality, call recording and live monitoring, data and reporting, from on- or off-site via any approve PC, laptop, or mobile device using an internet connection and Internet Explorer 6.0 or greater, Google Chrome, Safari, Opera, and Firefox.

Security Enhancements

ICON’s security features have been detailed throughout the proposal. All security features will be provided to the police department at no cost. Below is a list of security feature:

- **Fraud and Three-way Calling Prevention** – Eliminates the ability for inmates to communicate with multiple called parties at a single time, ensuring that no messages are passed without the knowledge of investigators. This enhances the security inside and outside of the jail.

- **PIN and PAN** – Restricts and tacks inmate calling to specific phones, specific called destinations, call lengths, and call duration. This enhances security within the prison by adding additional investigative feature that will stop crimes inside the police department. It also places additional restrictions on the inmates making it harder for them to commit fraud or crimes.

- **WatchList** – Alerts investigators when an Inmate makes a call or a specific number is dialed within the facility. This allows investigators to stay on top of persons of interest and reduce the amount of crime generated from the police department.

- **WatchWord+ Audio Mining Word Search Utility** – This reduces fraud by tracking down key words in call recordings which improves the seep of investigator tasks.

- **Voice Biometrics** – Ultra-modern Voiceprint Identification utility. This positively identifies the inmate, so PIN sharing or theft is eliminated.

- **AccuPIN** – For a higher level of security, a reliable method of authenticating an inmate’s identification. This positively identifies the inmate based on a random list of personal information only the inmate would know so PIN sharing or theft is eliminated.

Call Investigation

The ICON system features comprehensive Communication Detail Record (CDR), Recording, and Live Monitoring utilities. These utilities do not require specialized equipment and can be accessed directly from the ICON System.
The Call Recording Archive feature reflects recordings from every single call attempted through our service – unless otherwise indicated as non-recordable in the system. Call recordings can be searched by:

- Investigator Watch List
- Inmate Telephone
- Called Number
- Date
- Time
- Call Type

- Call Recording ID
- Bill Type
- Debit Calling Card
- Inmate PIN
- Previous Play List

All Call Recording Detail contains the result of the call attempt (completed, denied, blocked, etc.).

iCON’s Communication Recording Archives feature recordings from every single type of communication (calling, video visitation, video messaging, e-mails, and voicemail) attempted through our service, unless otherwise designated as non-recordable in the system. Recordings can be searched by investigator Watch List, Phone or BCD unit, Inmate Contact (called number, visitor, messenger), Date, Time, Call Type (local, intrastate, interstate, etc.), Recording ID, Bill Type, Debit Calling Card, Inmate PIN, or by previous play list.

Bridged Innovations will store the call recordings and data online for an agreed upon time after the contract ends, allowing for enough time to transfer the call data to the new provider or the police department. Bridged Innovations will provide a data file containing all call data from the ending contract to the new communication provider during the contract transition. If the next provider is unable or unwilling to accept the call data, Bridged Innovations...
will provide the police department with the data which may be placed on a police department external storage device.

**iCON’s Video Visit Recordings Parameters Screen**

<table>
<thead>
<tr>
<th>Video Variation Layout</th>
<th>Video Visits</th>
<th>Imaging Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Report Parameter**

- From Date: [ ]
- To Date: [ ]
- Type Of Visit: Select
- Status: Select

**Detail Parameters**

- Host Name (Volunteer): [ ]
- Host ID: [ ]
- Visitor Last Name: [ ]
- Visitor First Name: [ ]
- Confirmation: [ ]

**Communication Recording Playback**

Standard Windows Media Player from any security approved PC will playback any call recording from iCON (on- or off-site). There will be no need for the police department staff to modify existing on- or off-site PC’s to listen to system call recordings. Once a call recording has been selected the call will begin to play almost instantaneously.
**Call Recording Playback Utility**

 Investigators will have the ability fast forward and rewind any call recording from the Call Playback Utility. This advance feature will also provide the facility with the ability to place notes and markers in any call recording. Other advanced features include providing the facility the ability to email the call recording to interested parties directly from the system. Call Recording can be exported to a flash drive, CD or DVD format with a simple click of a button.

**Video Visit Recording Playback Utility**

Purpose: To provide a system for recording video visits, allowing for playback, note-taking, and exporting to various formats.

Features:
- Fast Forward, Rewind, Pause
- E-Mail Recording to other Facility
- Export Call Recording to CD or DVD
- Add Notes/Place Markers

**Non-Recordable / Monitored Calls**

Every call attempt will be recorded unless designated as “not recordable” by the facility. The iCON system’s Call Control Utility provides a Non-recording/monitoring feature that will allow the facility to enter a limitless amount of destination numbers that cannot be recorded or monitored. As part of our...
installation process, Bridged Innovations will ensure that all destination numbers that are currently blocked from monitoring or recording are still blocked when we transfer the facility to our service.

Live Monitoring

Investigators can monitor any in-progress call from on- or off-site by conferencing into an ongoing call from their workstation, cell phone, or home phone. Neither inmates nor the called party will be aware when an investigator is listening to the call. Bridged Innovations’ live call monitoring feature allows investigators to add notes and place markers as they monitor and lets them download the call to CD or local PC Drive once completed.

ICON also provides an option for the investigator to barge-in and/or disconnect any call in-progress. The Live Monitoring Utility permits investigators to view all calls in progress or to view calls by a preset Watch List.

Utilizing the Watch List Utility of the system, investigators can create Lists of interest and upon logging in to the system to Live Monitor, ICON will display all calls in progress utilizing the criteria set in the selected Watch List.

Live Monitoring Screen

<table>
<thead>
<tr>
<th>Section</th>
<th>State</th>
<th>Status</th>
<th>Name</th>
<th>First Name</th>
<th>Last Name</th>
<th>Mobile</th>
<th>Workphone</th>
<th>Destination No</th>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>CA</td>
<td>Active</td>
<td>MARSHALL</td>
<td>MARSHALL</td>
<td>MLE-112</td>
<td>2505174306</td>
<td>02/04/2014</td>
<td>1:31PM</td>
<td>GOVEMOSOLD</td>
<td>CA</td>
</tr>
<tr>
<td>02</td>
<td>CA</td>
<td>Active</td>
<td>BRAZIAL</td>
<td>BRAZIAL</td>
<td>M-3-LF</td>
<td>5965350579</td>
<td>04/04/2014</td>
<td>3:32PM</td>
<td>FRESNO</td>
<td>CA</td>
</tr>
<tr>
<td>03</td>
<td>CA</td>
<td>Active</td>
<td>JORDAN</td>
<td>JOEL</td>
<td>M-1110</td>
<td>2054562182</td>
<td>04/04/2014</td>
<td>3:32PM</td>
<td>PALMER</td>
<td>CA</td>
</tr>
<tr>
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<td>CA</td>
<td>Active</td>
<td>MARTINEZ</td>
<td>STEPHEN</td>
<td>M-3-RT</td>
<td>5965212970</td>
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<td>3:32PM</td>
<td>FRESNO</td>
<td>CA</td>
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<tr>
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<td>CA</td>
<td>Active</td>
<td>THOMAS</td>
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<tr>
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<td>KEVIN</td>
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<tr>
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<td>Mc Kenzie</td>
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<td>04/04/2014</td>
<td>3:32PM</td>
<td>FRESNO</td>
<td>CA</td>
</tr>
</tbody>
</table>

Live Monitor | Live monitor on a workstation | Disconnect calls in-progress | View the address/location of the call

Bridged Innovations
Bridged Innovations specifically marks each call recording with a unique “digital signature.” Should any person or program attempt to modify the call recording, the signature (watermark) is automatically removed. By assigning a digital signature that is maintained by Bridged Innovations, we can assure that no call recording with this signature has been tampered with. Our IT Personnel will testify on behalf of Bridged Innovations if required to do so by the police department or any court with jurisdiction in regard to our call recording technology and security.

**Playback Utility**
When reviewing phone call recordings, the user may easily skip ahead or back however he or she would like. Investigators will have the ability fast forward and rewind any call recording from the Call Playback Utility.

![Call Recording Playback Utility](image)

Within the Call Recording and Playback Utility, users may email the call recording to interested parties directly from the system. Call Recordings can also be exported to flash drive, CD, or DVD format by a simple click of a button.

**Recording Accessibility**
Bridged Innovations will store call recordings for the life of the contract. They will be accessible in real time from iCON, which is web-based. The iCON system stores call detail information for up to ten (10) years and will allow system users to request report criteria for the entire contract period. Because the
iCON system is largely housed off-site, any power failure at the facility would not affect data. Our centralized off-site solution ensures that there are no recording servers to install or maintain and there are no license fees to be paid by the police department. Our data centers are housed in a secure environment and monitored by personnel 24 hours a day, requiring no maintenance or upkeep by the police department.

Start of Confidential & Proprietary Information
WatchList (Alerts)

WatchList is a utility inside of iCON that notifies investigators of calls in progress that meet certain criteria of their choosing. For example, a user can configure WatchList to notify him/her when a specific inmate places a call, or when a specific destination number is called by any inmate. Notification can be delivered via e-mail, text message, cellular phone, or landline. Once an investigator has been notified, iCON delivers direct access to the call by utilizing the Live Monitoring feature of iCON. As with all functions of iCON, Live Monitoring is available from virtually any location and any device with internet access, including a smart phone.
WatchList Utility

WatchList notifies Investigators in real-time:
- Hourly
- Daily
- Weekly
- Monthly

iCON can send Investigative Alerts via:
- E-mail
- Text Message
- Mobile Phone
- Landline

When the user is alerted via either email or text message, they will be presented with the option to immediately begin live monitoring the call. Because iCON and all of its functionality is web-based and accessible from any location and from any device with an internet connection, they can begin live monitoring that call immediately, no matter where they are at the time the event occurs.

For example, the user might be at home or out grabbing a cup of coffee and they would be able to immediately begin live monitoring the call on their cell phone as soon as they receive the alert. They can even “barge into” the call and speak to one or both parties. They can also disconnect the call if desired.
Using WatchList to Monitor Employee Phone Numbers
iCON’s WatchList can also be used to monitor Inglewood PD employee phone numbers. Administrative users can elect to be notified whenever an inmate attempts to place a call to a phone number associated with a facility staff member. When this occurs, iCON will automatically alert the administrator and provide them with the ability to listen in on the call. This feature can improve the safety within a facility because it allows administrators to make sure inmates aren’t calling police department staff and threatening them or their family.

iCON System Updates
iCON system and hardware upgrades will be provided at absolutely no cost to the police department throughout the life of the service agreement. The facility will be aware of all future and pending upgrades thirty (30) days prior to implementation as well as all Bridged Innovations product development projects through your Account Executive. The centralized system solution allows Bridged Innovations to provide system updates and upgrades in real time without any service interruption. We will schedule each upgrade with the facility and train all associated Inglewood PD staff prior to implementation.

Perhaps the most important aspect of Bridged Innovations’ service approach that distinguishes us from other vendors is our commitment to delivering new technology and system improvements to our clients as they become available. If we develop a new feature or service that will improve the operational efficiency or investigative capabilities of our clients, we make sure they benefit from it right away. Throughout our extensive experience transitioning clients to our service from other providers, we have encountered time and time again facilities that were left “high and dry” by their previous provider when it came to modern technology. They had been left with outdated on-site servers and equipment with very limited capabilities, even when their provider had developed newer technology several years prior. Their systems were simply never updated to ensure that they had the most current offering available, perhaps because there was no financial incentive for the vendor to do so. Even if it is mid-contract, Inglewood PD can rest assured that Bridged Innovations will provide system updates for your facility as they become available, all at no cost and with no service interruption.

Service Ticket Utility
The ICON system features a state-of-the-art Service Report feature that allows police department personnel and our staff to report as well as track service and repair requests in real time. These reports
can be made from on or off-site. Once a report of service or system trouble has been made ICON simultaneously contacts Bridged Innovations’ personnel via email and cellphone.

Inglewood PD staff will have the ability to track work that is being performed on the service ticket and Bridged Innovations technician notes on problem resolution. Additionally, the system will file all service and repair requests for the police department tracking throughout the life of the Agreement.

Personnel can create and submit new service tickets directly through ICON. Service tickets are automatically distributed to the appropriate Bridged Innovations engineer.

After a service ticket is submitted, police department personnel may track the progress within ICON’s Service Request Utility. Service tickets are searchable based on ticket submission date, status, service type, contact name (submitter), and contact email/phone.
The status of the service ticket is always displayed in the right corner of the screen. When the ticket has been resolved, an email is sent to the police department’s contact (the person who created the ticket) notifying them that the issue is now solved.

Bridged Innovations’ services are guaranteed, and we accept full responsibility for all equipment and software defects for the life of the contract. Bridged Innovations will correct any and all problems associated with the hardware or software at no cost to Inglewood PD.

Service Requests Right on Your Dashboard
A visual birds-eye look at service requests is also accessible right from your Dashboard (home screen). Users will be able to quickly review the current status of all current and recent service requests made by the facility and assess the quality of service received from our support team.

The doughnut chart in the Service Requests summary displays the number of Submitted, Open, Monitoring, and Resolved requests from the last 30 days. This information is updated automatically as Bridged Innovations’ service team works on your requests.
The Service doughnut chart is divided into 4 categories:

- **Submitted** – Means your request has been successfully submitted and is in the queue waiting to be opened.
- **Open** – Means your request has been opened, reviewed, distributed to the appropriate department, and is being worked on.
- **Resolved** – Means your request has been successfully resolved and is now closed.
- **Monitoring** – Means the request has been addressed but is being monitored by our staff to ensure the issue has been fixed prior to moving it to the Resolved category.
Users can click on any section of the doughnut chart to review the requests.

To view a service ticket’s details, simply click on the SERVICE ID NUMBER. This will also allow you to review or make notes or print the service request detail.

Upon project completion, Bridged Innovations will provide access to the complete set of system reference manuals which must include information specific to the operation of the iCON system for each authorized user. System manuals are provided on CD, written publication, and also within iCON itself.

If at any time you find that you need help understanding information on a screen of the iCON system or how to use a specific tool or feature, simply click on the HELP or MANUAL buttons on the top right of the screen. This will open a new screen with access to simple PDF user manuals to walk you through each section of iCON. This on-screen help system has the capability to immediately assist staff.
A Commitment to Innovation
iCON™ is the turnkey inmate communication management system that powers trustworthy communication at countless detention facilities nationwide. Built on a rock-solid foundation, it is engineered to take full advantage of what Bridged Innovations' powerful hardware is capable of. Every aspect of the iCON™ system was designed to be easy and intuitive for the user. It comes equipped with a collection of investigative utilities you'll use and rely on every day, all accessible from any device with an Internet connection. iCON™ makes it easy to manage, find, share, and investigate your facilities' inmate communication.

From iCON's inception, iCON developers have been committed to pushing the technology envelope with constant enhancements, allowing you to work smarter, not harder. Making powerful things simple requires intelligent design, and that is exactly what has been accomplished with its flagship product. iCON™ is built on a time-tested foundation that provides unparalleled stability and industry-leading support. iCON’s history speaks for itself and gives you a glimpse into the future of inmate communications technology.

iCON™ 1.0 – The Game Changer
The iCON™ communication management system was first deployed in early 2009. Upon its release, it was instantly one of the most advanced ITS systems on the market. iCON™ was the only centralized solution that gave detention facilities access to real-time call recording and data, whereas many of our competitors were still using archaic on-site servers and systems. iCON™ users also benefited from 24/7/365 system access, enhanced password encryption security, freedom from using a dedicated workstation to use the ITS, automatic system updates, and a myriad of standard and customizable real-time reports. Slowly, other ITS providers began to follow suit and develop centralized systems as well.

iCON™ 2.0 – Driving Investigative Technology
In 2010 iCON™ 2.0 was released. In this release iCON unveiled its first batch of advanced technology and investigative features. While other ITS providers were still trying to catch up to iCON™ 1.0, iCON 2.0 unveiled its superior fraud detection utilities, voice biometrics technology, WatchList Hot Alerts, and WatchWord+ word search transcription technology.
iCON™ 3.0 – More Industry First
During 2012 iCON was enhanced again and released iCON™ 3.0. This release added another set of state-of-the-art investigative features including AccuPIN, a sophisticated inmate identity authentication system that outperforms standard voice biometrics. In addition to these technology enhancements, iCON’s system engineers improved the layout, making it even more intuitive to use.

iCON™ 4.0 – Expanding Affordable Communication
Released in early 2014, iCON 4.0 saw the greatest system enhancement to date. This new version was designed to be the industry’s first fully integrated Inmate Telephone (ITS) and Video Visitation Solution (VVS). While most of our competition were satisfied purchasing a video visitation company and letting their clients work with two completely different systems, iCON was the first system to be developed, designed, and supported both a telephone and video visitation system which allows users to seamlessly and simultaneously perform ITS and VVS tasks on one platform, using a single login.

iCON™ 4.0 also showcases updates like continuous voice biometrics technology, which utilizes Natural Speech Verification and continuously verifies the identity of the inmate throughout the entire call. It also includes numerous customizable inmate forms and notification tools, upgrades to iCON’s email and voicemail services, multiple call recording downloads, additional exporting tools, multiple notes fields, and an upgraded User Activity Log.

iCON™ 5.0 – The Next Generation of Technology
iCON is developed by a full-service technology company that is dedicated to continually enhancing the investigative tools available to its users. During 2016, ICON’s IT Department will be developing a host of new investigative enhancements that will continue to drive the industry forward. During the presentation phase of the RFP process, Bridged Innovations’ Business Development representative will share some of these upcoming enhancements with you.

The proposed system is currently in use at hundreds of detention facilities nationwide. During the presentation phase, a Bridged Innovations staff member will provide the police department with a live, thorough demonstration of an actual facility’s communication management system.
iCON System Architecture

Bridged innovations is proposing the same centralized data center solution that is currently being utilized by hundreds of correctional facilities nationwide via iCON's web-based system, which may be accessed, updated and changed by all approved Inglewood PD users at each facility simultaneously. All user revisions, data entries, communication recordings, notes, live monitoring, reports, and communication data are instantly updated and accessible to approved users in real time.

Additionally, iCON provides detailed reports to the Administrator and other authorized personnel showing which IP address are accessing the system and how often. The User Activity Log report includes user access, time and date of each access, and actions taken during the user access.

iCON system upgrades will be provided at absolutely no charge throughout the life of the service agreement. Inglewood PD will be aware of all future and pending upgrades thirty (30) days prior to implementation as well as all Bridged Innovations product development projects through your National Account Coordinator and via e-newsletters issued by our company. Finally, Bridged Innovations' centralized solution allows Bridged Innovations to provide system updates and upgrades in real time without any service interruption. We will schedule each upgrade with the facility and train all associated Inglewood PD staff prior to installation.
Centralized Solution

The iCON platform is an inmate communication processing system designed with the flexibility to take advantage of our ultra-modern carrier-grade network. The system intelligence will be in our main and two backup network data centers, which have the following benefits:

- Completely secured and environmentally controlled location
- Skilled technicians on-site 24-hours a day to maintain the equipment
- Real-time upgrades immediately available
- Maximum system up time and reliability
- Multi-layered redundancy

The Data Centers are automatically replicated on an on-going basis, so that each center holds a complete and up-to-date database of data and content from the facility. When an inmate lifts the BCD’s receiver, an immediate connection is made to our carrier grade network utilizing a direct connection from the facility to our network. The detail record for the call or visit is created and stored at the Primary Data Center, and immediately replicated on the Secondary Data Centers.

Start of Confidential & Proprietary Information

End of Confidential & Proprietary Information

iCON Data Center Firewall

The iCON system is a state-of-the-art Unified Threat Management System. This means our network hardware is not only allowing and rejecting network traffic according to strict policy design, but is also scanning that traffic for virus/malware, network intrusion attempts, denial of service attempts, etc. The antiviral capabilities of our system outshines a vast majority of the competition because it implements a technique called “sandboxing” where suspect unknown malware is temporarily intercepted and reconstructed in a virtual environment and allowed to “do its thing” under security observation before the original is allowed to be forwarded to the intended recipient on the network. This is only for suspected unknown viruses, there is a threat database that is updated in our network hardware every hour for newly discovered malware and network intrusion methods so that unwanted traffic is discarded without being processed further enhancing security and network throughout.
Most of our network technology comes from a world-wide leader of network security technology and was chosen because it is considered to be one of the most secure solutions in the world while being a leader in performance in the same category. The security features of our system enable us to provide fast reliable service with solid network protection and security measures being the foundation of our network architecture.

**Data Storage**

A copy of each record is stored at both our primary data center as well as our secondary data center. All calls are processed and connected through one of our many Automated Call Processing servers (ACPs). The call recording will be stored locally on the ACP. When the call is completed, a backup copy of the recording is immediately transferred to our secure storage server located in our Data Center. This will keep a minimum of two (2) copies of the recording for data redundancy.

Bridged Innovations is proposing to provide Inglewood PD with its state-of-the-art centralized, off-site solution. All administrative, investigative, and other tasks may be performed from any device, whether on-site at the facility or off-site.

The iCON platform is an inmate communications processing system designed to take advantage of our very own ultra-modern carrier-grade network. The system intelligence will be in our main network and data center. This offers the following benefits:

- Completely secured and environmentally controlled location
- Skilled technicians on-site 24-hours a day to maintain the equipment
- Real-time upgrades immediately available
- Maximum system uptime and reliability
- Multi-layered redundancy

Because the iCON system is largely housed off-site, any power failure at the facility would not affect data. Our centralized off-site solution ensures that there are no recording servers to install or maintain and there are no license fees to be paid by the police department. Our data centers are housed in a secure environment and monitored by personnel 24 hours a day, requiring no maintenance or upkeep by the police department.

The system is configured with built-in redundancy to guarantee no loss of data or functionality. The database for the system is maintained in a Primary Data Center and a Secondary Data Center. The data...
centers are automatically replicated on an ongoing basis, so that each center holds a complete and up-to-date database of content from the facility. The system uses this central off-site database for all applications. When an inmate lifts the receiver to make a telephone call or join a scheduled video visit, an immediate connection is made to our carrier-grade network utilizing a direct connection from the facility to our network. The detail record for the call or visit is created and stored at the Primary Data Center, and immediately replicated to the Secondary Data Center.

**Recording Security**

Each call and video recording is "digitally signed" so any attempt at modifying the recording will remove the signature (watermark). By assigning a digital signature that is maintained by Bridged Innovations, we can assure that recordings with this signature have never been tampered with. Bridged Innovations’ IT Personnel will testify on behalf of Bridged Innovations if required to do so by the police department or any court with jurisdiction regarding our recording technology and security.

Bridged Innovations has never once lost a call recording or any call data. Because the iCON system is largely housed off-site, any power failure at the facility would not affect data. Our centralized off-site solution ensures that there are no recording servers to install or maintain and there are no license fees to be paid by the police department. Our data centers are housed in a secure environment and monitored by personnel 24 hours a day, requiring no maintenance or upkeep by the police department.

Our main network data center has the following benefits:

- Completely secured and environmentally controlled location
- Skilled technicians on-site 24-hours a day to maintain the equipment
- Real-time upgrades immediately available
- Maximum system uptime and reliability
- Multi-layered redundancy

**Remote Diagnostics**

The iCON system is not an on-site call processing system. The system is part of the nationwide interexchange network that will be processing the police department’s calls. The iCON data centers are manned twenty-four (24) hours a day. The network is also remotely accessible by all designated Bridged Innovations personnel. Our Account Coordinators and administrators are specifically charged with viewing daily communication activity and testing all ICON features to ensure maximum productivity. Remote diagnostics are used to test the entire system as well as circuits and on-site Bridge
Communication Devices. With the network's diagnostic tools, technicians are able to make test calls from each circuit, to simulate an actual inmate using the system.

Remote diagnostics is a 24/7 ongoing process that ensures optimal performance of the system. The system can be operated remotely and is capable of reporting on diagnostic operations or other programs initiated from either local or remote control. Bridged Innovations utilizes a dedicated, point-to-point circuit that is open and communicating between the facilities and our data center 24/7. We have developed as part of our preventive maintenance and diagnostic program, a real-time 24-hour/7-day alarm and diagnostic interface. Real-time reporting is recorded into the Bridged Innovations project record keeping system. Bridged Innovations has developed a statistical database and will review the police department's calling patterns to determine a set of parameters that provide thresholds to determine any irregular calling activity. When a parameter threshold is triggered, escalation and alarm will be disseminated to the administrator and additionally to the appropriate Bridged Innovations staff.

Bridged Innovations believes that customer service begins long before any problems occur or are brought to our attention by our customers. Bridged Innovations is totally accountable for the inmate communication system and has dedicated many resources and time to ensure that our system is constantly in check.

**Start of Proprietary & Confidential Information**

**Firewall Protection**

Our system is a state-of-the-art Unified Threat Management System. This means our network hardware is not only allowing and rejecting network traffic according to strict policy design, but is also scanning that traffic for viruses/malware, network intrusion attempts, denial of service attempts, etc. The
antiviral capabilities of our system outshines a vast majority of the competition because it implements a technique called “sandboxing” where suspect unknown malware is temporarily intercepted and reconstructed in a virtual environment and allowed to operate under security observation before the original is allowed to be forwarded to the intended recipient on the network. This is only done for suspected unknown viruses. There is a threat database that is updated in our network hardware every hour for newly discovered malware and network intrusion methods so that unwanted traffic is discarded without being processed, further enhancing security and network throughput. The security features of our system enable us to provide fast and reliable service with solid network protection and security measures as the foundation of our network architecture.

Data Centers
The system is centrally located off-site in Bridged Innovations’ secure data centers. iCON is configured with built-in redundancy to guarantee no loss of data or functionality. The database for the system is maintained in a Primary Secure Data Center and a Secondary Data Center. The Data Centers are automatically replicated on an ongoing basis, so that each center holds a complete and up-to-date database of data and content from the facility. The system uses the central database located off-site for all applications. When an inmate lifts the receiver to make a telephone call an immediate connection is made to our carrier-grade network utilizing a direct connection from the facility to our network. The detail record for the call or visit is created and stored at the Primary Data Center, and immediately replicated to the Secondary Data Center.

The iCON system stores call detail information for up to ten (10) years and will allow system users to request report criteria for the entire contract period. Because the iCON system is largely housed off-site, any power failure at the facility would not affect data. Our centralized off-site solution ensures that there are no recording servers to install or maintain and there are no license fees to be paid by the police department. Our data centers are housed in a secure environment and monitored by personnel 24 hours a day, requiring no maintenance or upkeep by the police department.

All recording and monitoring functionality is integrated into the iCON system, which is entirely stored in our centralized off-site location at our secure network and data centers. There will be no on-site call processing, recording, or monitoring equipment to be installed at the police department.
Multi-facility Centralized Management System

Authorized users will have the ability to access any of the police department's correctional facilities utilizing a centralized login. Centralized management is a key function of iCON allowing for multi-facility management through a single system with one login.

iCON can be accessed from any authorized internet ready PC on or off site. IP configurations will be put in place allowing easy access for all designated users while ensuring stringent security needed for the call recordings and detail that stand up in a court of law.

Utilizing "Master Passwords," a limitless number of authorized users can access all police department's facilities:

Sample Multi-Facility Centralized Access Screen

Users can access any facility by "clicking" on the facility's folder from any authorized computer. Centralized Management allows users access to all facility accounts with one master login.

iCON also offers multi-facility communication reporting.

iCON's security is provided by utilizing password encryptions, a SonicWall and Linksys Firewalls for ultimate VPN protection. Because of these security measures, all inmate telephone calls can be live monitored from on- or off-site utilizing iCON's technology.
iCON's Centralized Management Infrastructure

Each facility will utilize the same centralized iCON communication management system. iCON will allow each facility to monitor, record, utilize the numerous investigative tools and view system reports. Similarly, utilizing master administrative passwords can be setup in the User List Utility, allowing any designated personnel to use, modify and change any of the police department’s facilities settings utilizing one password and access point. All modifications will be made in real-time.

Connection to the main processor from each facility is accomplished by a dedicated point-to-point circuit to Bridged Innovations’ Network. This access type not only allows for quick and reliable call set-up times, but also the ability to provide access to the same main iCON system database for all facilities.

Scalable Solution
The proposed iCON system is infinitely scalable and will continue to provide inmates and called parties with crystal clear, secure transmission on each and every call. This means no matter how large the police department expands its facility, Bridged Innovations will be able to effortlessly accommodate the addition thanks to our carrier-grade network.
JMS Integration

iCON is able to interface with any installed JMS system including the one currently utilized by the Inglewood PD in order to automatically generate PINs based on booking information, including alphanumerical sequences. Bridged Innovations will contact Inglewood PD’s information technology department and duplicate the file output currently utilized at the facility ensuring a quick and smooth transition from the current vendor to Bridged Innovations. An FTP Server will be supplied by Bridged Innovations specifically to allow an automatic generation system of the Inmate PIN.

Bridged Innovations has interfaced with numerous correctional facility JMS’s throughout the country. The Inglewood PD’s JMS will deliver file formats with the Inmate Name, PIN or Booking Number, and any other authentication information the police department currently utilizes. The file will be delivered to a Bridged Innovations-supplied FTP server. The file will be uploaded to the server automatically utilizing IP addressing in any time interval. Bridged Innovations suggests an automatic upload every fifteen (15) minutes or upon JMS modification. iCON will be automatically updated with the inmate information within two (2) minutes of file delivery. The iCON system comes with Personal Identification Number (PIN) technology as part of the system. This is a standard feature, and it is highly reliable and effective in identifying inmates making calls, assisting investigators in their criminal investigations, and providing security controls on inmate calling. iCON features an extensive PIN and PAN application that allows for quick and efficient processing of inmate PIN accounts.

Integration Security

The iCON system features an open architecture that allows Bridged Innovations to easily integrate with other Jail, JMS, and Commissary systems. iCON can accept data from its integrated partners in any digital format. This adaptability allows Bridged Innovations the greatest flexibility when interfacing with other systems to automate the information within the facility across multiple systems. When Bridged Innovations interfaces with Jail systems such as Commissary, JMS, Inmate Banking, etc., it considerably diminishes the repetitive data entry required from Inglewood PD staff and guarantees a higher level of data consistency.

Our in-house IT Department will guarantee a seamless integration between iCON and the police department’s current commissary and banking systems. This integration will expand the features of the inmate telephones and can even enhance the utility of our video visitation solution. Bridged Innovations uses two methods to obtain inmate information. The first is through our FTP server, to
which data files are delivered every fifteen minutes, or immediately upon any modification. The system will be updated immediately upon delivery and acceptance of the JMS text or XML file. The second method is through web service API provided by the JMS.

Our company has successfully written custom software integrations for hundreds of JMS and Commissary providers in detention facilities nationwide, including industry leaders like: Canteen Commissary, Lone Star Commissary, Tiger Commissary, and Keefe Commissary.

Bridged Innovations will use this expertise to enable a multi-function telephone system approach using iCON’s Automated Operator. All inmate activity will be validated and tracked via the inmate’s PIN. iCON’s multi-function telephones can include the following functions and more:

- Automated Information System (AIS)
- Commissary Ordering
- Purchasing Phone Calling Time
- Commissary Account Balance Lookup
- Inmate Cardless Debit Balance Lookup
- Schedule Doctor Visits
- Inmate Tip Line
- PREA Line
- Important Numbers/Contacts, etc.
- Court and Release Date Information
- Schedule Visitation
- General Facility Rules and Regulations

Best of all, Bridged Innovations will integrate with the commissary and banking system at no cost to the police department or commissary vendor and will not pass on any usage fees to the inmate.

Bridged Innovations’ seamless integration of its inmate communication system with the JMS and Commissary systems currently in place at the facility will allow for automatic inmate location and restriction updates. If an inmate is moved to a different cell or facility, iCON updates once Inglewood PD staff have entered the new location into the JMS. This effectively increases staff and system efficiency while reducing the Inglewood PD’s operating costs, paper usage, and need for time-consuming data entry.

The PIN Feature

A Personal Identification Number (PIN) is a unique number assigned to each inmate that links that inmate to a telephone account and allows him/her to make telephone calls. PINs may be unlimited digits in length and can be assigned at random by the system, created as a combination of the police department-assigned ID plus a random PIN for ease of tracking, or allow inmates to set up their own
PIN. ICON will record the inmate’s name the first time he or she attempts to place a call. The recorded name will be saved as a .WAV file and played on all subsequent calling by the inmate utilizing his/her PIN.

The assigned PIN number will manage inmate calls by:
- Called to numbers (including free calls)
- Number of calls per day/month
- Number of attempts per day/month
- Call durations

When the PIN feature is utilized the PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by an individual inmate. The PIN should be created at the time of booking and eliminated at the time of discharge.

Bridged Innovations can also offer the police department via its centralized call solution the ability to retain specific inmate PINs where the inmate is booked or incarcerated in absentia due to, for example, trial or hospitalization at a separate location. All PINs are recorded for the purpose of tracking, regardless of whether a call was also monitored or recorded.

In addition, inmate calling privileges can be revoked at any time with the facility authorization, by temporarily disabling the PIN. These restrictions can be permanent or time sensitive. Thus, if an inmate is to lose his phone privileges for a given time interval, a renewal date would be entered into the system. The system will track this time and only “un-restrict” the privileges upon completion of the given time interval. The PIN also allows the facility to place restrictions on an individual inmate’s calling privileges without affecting the privileges of other inmates.

**PIN Designating & Restricting**
As shown in the screenshots below, PINs can be required for the entire inmate population or for only certain inmates, phones, or designated areas of the facility.
This screen allows for global phone configuration. By checking the “PIN Required” box here, PINs would be required for every inmate at the facility.

This screen allows for phone configuration by specific facility division or location. By checking the “PIN Required” box here, PINs would be required for the phone named “DPDG,” but not for other phones that do not have the box checked.

When the PIN feature is in use, a specific inmate’s calling privileges can be revoked at any time with the police department's authorization, by temporarily disabling the PIN. These restrictions can be permanent or time sensitive. If an inmate is to lose his or her phone privileges for a given time interval, a renewal date would be entered into the system. The system will track this period and only “un-restrict” the privileges upon completion of the given time interval. The PIN feature allows the facilities to place restrictions on an individual inmate’s calling privileges without affecting the privileges of other inmates.
Assigning PINs

PINs may be unlimited digits in length and can either be assigned at random by the system, created as a combination of the police department-assigned ID plus a random PIN for ease of tracking, or the system can be configured to allow inmates to set up their own PIN. The minimum length of a PIN is 4 digits. The PIN digit length is completely customizable to meet the needs of the police department.

iCON will interface with the installed JMS system currently utilized by the Inglewood PD to automatically generate PINs based on Booking Information, including alphanumeric sequences. Bridged Innovations will contact Inglewood PD's Information Technology Department and duplicate the file output currently utilized at the facility ensuring a quick and smooth transition from the current vendor to Bridged Innovations. An FTP Server will be supplied by Bridged Innovations specifically to allow an automatic generation system of the Inmate PIN.

Preventing Duplicate PINs

The system receives the PIN and/or Inmate ID from the JMS. Our system does not allow for the same ID to be imported into more than one Inmate Record. When iCON system randomly generates a PIN, it will verify the new against the database to check if the PIN exists. If not, it assigns the PIN to the Inmate ID. If it does exist, it picks a new PIN and repeats the verification process with the database. This provides 100% assurance that no duplicate PINs will ever exist in the system.

The PAN Feature

When PINs are in use, Personal Allowed Number (PAN) lists may also be employed. The PAN application takes security one step further by providing tight control on all numbers.
called from the facility by inmates. The PAN application allows administrators to associate a “Personal Allowed Number” list with each PIN, so that the inmate is unable to make calls except to those pre-specified numbers on the inmate’s list. The iCON system can also assign a speed dial number to each PAN. The sample screen above shows the PAN detail.

The PAN Detail Screen shows the called party’s entire name is listed in the database. Furthermore, the PAN can be marked as “Active,” “Private,” “Hot,” “Blocked,” “Free,” and “Called Party Block.”

- **Active** – The number is currently available for the inmate to call.
- **Private** – The number will not be recorded or monitored.
- **Hot** – Any time the number is called, alerts will be sent to the appropriate investigators.
- **Blocked** – The number can be blocked so the inmate cannot call.
- **Free** – A number listed as free will not incur any charges.
- **Called Party Block** – The called party may block the inmate from placing any calls to their number.

The iCON system documents updates and history of PAN entries in real time. All updates will be immediately effective in the system and viewable by all other users within the system. Inglewood PD personnel can add, subtract, or edit an inmate’s PAN list directly via iCON throughout the inmate’s stay.

**Automated PAN Enrollment**

iCON will allow the first ten (10) numbers dialed by an inmate to be automatically added to their PAN list. This process will be fully automated requiring no assistance from your staff. After the number has been dialed the automated operator will notify the inmate that the called party has been successfully added to their PAN list.

**The PRN Feature**

When PINs are in use, Personal Restricted Number (PRN) lists may also be employed. The PRN application allows administrators to associate a “Personal Restricted Number” list with each PIN, so that the inmate is unable to call the specified numbers in the list. When the PRN list is enabled, inmate will have the ability to call any number except the numbers on their PRN list.
Continuous Voice Biometrics (Optional)
iCON's state-of-the-art Continuous Voice Biometrics feature is available with an additional fee to the Inglewood PD.

Start of Confidential & Proprietary Information
AccuPIN

Inmate Identity/PIN Authentication System

AccuPIN is an enhanced method of authenticating an inmate’s identification and attaching it to their respective call records. Entirely developed in-house, AccuPIN is our patent-pending, fully enhanced service that prevents and protects inmates from sharing (or stealing) one another’s Personal Identification Number (PIN). This is a value-added service that the facility may utilize at no cost. If a JMS provider is currently in place, required file information can be delivered to Bridged Innovations’ network. This simple and reliable enhanced identification service outperforms Voice Biometrics technology. The AccuPIN authentication method offers superior operational efficiencies, exceptional cost benefits, and a security level exceeding Federal guidelines for Level-4 security.

Start of Confidential Trade Secret Information

Bridged Innovations
Inmate & Public Automated Information System (AIS)

Bridged Innovations can provide Inglewood PD with an Automated Information System (AIS) for inmates and a dedicated AIS number for the general public. Typically, inmate telephone companies charge terribly high fees for AIS service, but our proposed AIS system will be provided to the police department at no cost for the life of the contract.
Our company has experience providing similar system requirements including Inmate Information, Court Notification, and Commissary ordering systems. Interfacing with JMS systems is also something Bridged Innovations is very familiar with having provided services to hundreds of facilities nationwide.

The police department's Inmate and Public Automated Information System will require that the JMS send a file of inmate information to Bridged Innovations' designated FTP server. Bridged Innovations' Interactive Voice Response (IVR) units will have the ability to read any numeric data including time and date information in over twenty (20) different languages. Information shared with the inmate can include any data field populated in the JMS file. The Company can accept any file format from the JMS but would prefer a standard text file. The file would be delivered to the FTP Server every fifteen minutes or immediately upon any modification. The Information System will be updated immediately upon delivery and acceptance of the JMS text file.
Inmate Access

Bridged Innovations' proposed AIS can be utilized from any inmate telephone, Bridge Communication Device, Video Visitation Kiosk, or Mobile Bridge Tablet for inmates to access the JMS-supplied and facility-designated information including but not limited to: visitation hours remaining, court date(s) information, commissary balances, release date(s), and bail amounts. The inmate telephones and video kiosk will carry posting instructions that indicate that the unit is also designated for Automated Inmate Information Services and hours of operation for the services.
Upon the inmate picking up the handset and selecting the Automated Inmate Information prompt, the following is an example of prompts that Bridged Innovations could utilize for the Inmate Information System:

- The System will first prompt the inmate for their language of choice
- “Inglewood Police Department Inmate Information System” (Identifies the facility)
- “Please Enter Your Personal Identification Number (Booking ID, Inmate ID)"
- “Press 1 for Bail Information”
- “Press 2 for Court Appearance Information”
- “Press 3 to hear your Current Charges”
- “Press 4 to hear your current Visitation Hour Balance”
- “Press 5 for your Commissary Balance”
- And so on...

On the Bridge Communication Device, Video Visitation Kiosk, and Mobile Bridge Tablet, an inmate must select the Automated Inmate Information button. All information will be presented in text file format. The following is an example of selections that Bridged Innovations could utilize for the Inmate Information System:

- The System will first prompt the inmate to enter their Personal Identification Number (Booking ID, Inmate ID)
- The inmate will then be prompted to choose from the following selections:
  - “Bail Information”
  - “Court Appearance Information”
  - “Current Charges”
  - “Visitation Hour Balance”
  - “Commissary Balance”
  - And so on...

Bridged Innovations’ system will have the ability to play/display a limitless amount of information options so long as that information is contained and identified in the text file that is provided from the JMS or other systems. The fields must contain numeric data which can include dollar amounts, dates, and times.
General Public Access

Bridged Innovations’ proposed AIS can also be utilized from any non-inmate telephone for the general public, friends and family, victims, or Inglewood PD personnel to access the JMS-supplied and facility-designated information including but not limited to: inmate name recognition including date of birth fallback and alias matching; charges including statute and/or JMS entry literal description; bond amounts and types including support for multiple charges with or without bonds; court dates, times and locations; projected release dates, visitation eligibility; inmate trust account funding, inmate phone service account creation and funding; general facility information including facility location, directions, hours, mailing policies, visitation policies, money deposit policies and medication/prescriptions policies.

Upon the user picking up the telephone handset and dialing the Automated Inmate Information line the user will hear automated prompts. The following is an example of prompts that Bridged Innovations could utilize for the Inmate Telephonic Information System:

- The System will first prompt the user for their language of choice
- “Inglewood Police Department Automated Information System” (Identifies the facility)
  - “Press 1 for Inmate Name Recognition”
  - “Press 2 for Court Appearance Information”
  - “Press 3 for Bail Information”
  - “Press 4 for Projected Release Dates”
  - “Press 5 for Facility Location, Directions, and Hours”
  - And so On...

Bridged Innovations’ proposed Automated Information System (AIS) can be completely customized for Inglewood PD.

Inmate Grievance Report System

Bridged Innovations can provide a two-way voice messaging system. This innovative voice messaging system can be used as an inmate tip line and/or PREA hotline, letting inmates confidentially report crimes, assaults, etc. to Inglewood PD staff. It can also be used as a way for inmates to submit complaints or requests to Inglewood PD staff.
When an inmate picks up the telephone handset Bridged Innovations’ automated operator prompts the inmate to enter their PIN and automatically begins playing communication options for the inmate (ex. Press 1 to make a phone call, Press 2 to report a telephone service request with Bridged Innovations, Press 3 to leave a confidential message for your staff, etc.).

When an inmate selects to leave a message for Inglewood PD staff, he/she will be transferred to Bridged Innovations’ voice messaging system. The automated operator will inform the inmate that they will have 2 minutes to record their request and to start their message after the beep. (Note: The available length of the message recording is customizable to meet the police department’s needs.)

After the message is completed, it will automatically be forwarded to Inglewood PD staff, who can then leave a message for the inmate reporting the resolution of the request upon completion. The resolution message may be checked by the inmate from any telephone using their PIN.

**PREA & Inmate Tip Line**

Bridged Innovations can provide the police department with a dedicated PREA/sexual abuse reporting system, accessible by inmates at no cost from any of our devices, including inmate telephones, video visitation kiosks, and the wall-mounted Bridge Communication Device. This dedicated line provides inmates access to a secure voice messaging system where they can leave confidential information for facility personnel regarding sexual abuse, rape, assaults, violence, fraud, theft, or illegal activity. Inglewood PD staff may then access these voicemail reports directly from the same iCON system used to manage and monitor all other inmate communications at the facility. Bridged Innovations will work with the police department to ensure full compliance with the Prison Rape Elimination Act (PREA) of 2003.
Carrier-Grade Network
All Calls Processed over a Certified Telecommunications Network

The police department's facilities will have their Local and Long Distance (Local, Intra-LATA, Inter-LATA, and Inter-State) service provided through a Carrier-grade network. The facility will be supplied with the appropriate number of lines to the iCON system to allow inmates the ability to place calls 99.999% of the time.

What does carrier-grade mean? Perhaps the easiest way to describe the term "carrier grade" is to think of the last time you picked up your residential phone and failed to obtain dial tone or high voice quality. With the exception of extraordinary circumstances, most people cannot remember such a time. Basically, the phone always works. The network over which Inglewood PD's calls will be processed is carrier-grade. Carrier-grade means extremely high reliability. In fact, the requirement for reliability is commercial telephony networks is 99.999 percent.

Carrier-grade refers to the capability to support hundreds of thousands of subscribers simultaneously. It means that when an inmate dials a number, they get through to the number dialed, the number starts to ring within 1 to 2 seconds, and when the call is accepted and a conversation takes place, the speech quality is high and no perceptible echoes, noticeable delays, or annoying noises are heard on the line. In terms of our network, these requirements translate to systems that are fully redundant, self-healing, highly scalable, and manageable.

The network follows numerous technical specifications to ensure interoperability with other networks. The Company also employs a highly skilled network maintenance department with technicians on duty.
around the clock who are ready to respond to a network problem in an instant. Standards are taken very seriously that continuously strive for a higher level of performance from our network, and our personnel.

The construction of the Inmate Communications Operational Network (iCON) MPLS network requires the services of a core MPLS network service provider with a national footprint to deliver the call to the network. Beyond the core MPLS network sits the edge network where single points of failure must be mitigated through the deployment of redundant solutions, usually through multiple network connections that allow for a single or multiple circuit failure that will not compromise the services being provided.

The network utilizes IP MPLS ports supporting Multi-Link Point-to-Point Protocol (MLPPP) services, whereby N x T1’s are provisioned to access network to transport voice, video, and data services from a Client Edge (CE) router located in the facilities, to the MPLS Provider Edge (PE). This technology is state-of-the-art providing crystal clear, secure transmission on each and every call. Through the deployment of a robust network solution, Bridged Innovations stands ready to provide the facilities unsurpassed voice and data services that meet the quality and security levels expected and required within the correctional industry.

**Calling Options**

Bridged Innovations provides several ways for constituents and inmates to pay for calls. Bridged Innovations offers friends & family prepaid calling service and traditional and cardless debit calling. These calling options not only provide inmates and their loved ones with a variety of ways to fund calling, but also has been proven to facilitate increases in communication volume. By broadening the spectrum of calling methods and payment options available, Bridged Innovations would deliver the most flexible, easy-to-use suite of calling services available in the inmate telecommunications marketplace.

**Friends & Family Prepaid Calling**

If an inmate's friend or family member is unable to receive traditional collect calls or is simply interested in a more efficient calling option, they would be able pay in advance for calling time by opening a prepaid calling account.
When Bridged Innovations' prepaid calling solution is deployed, our automated operator will allow collect calls to all destinations even when a called destination number has chosen a local exchange company that does not provide billing for “collect” calls. The called destination number will still be contacted by our Automated Operator to inform the called party that the “collect” call may be accepted by using a credit/debit card or by establishing a prepaid account.

If the called party does not have or does not wish to use a credit/debit card, the automated operator will inform the called party how to set-up a prepaid account by calling our 24-hour customer support number, or by connecting them to a representative in real-time, or by visiting our prepaid website.

Prepaid accounts can be set-up 24-hours a day, 365 days a year by calling Bridged Innovations’ toll free customer service number (888-PAY-4-FAM) or by visiting Bridged Innovations’ websites (www.bicicon.com). Friends and Family can also replenish their existing accounts at any time.

During the call acceptance process, the automated prompts will inform the accepting party of the amount of remaining funds available in their account. This prompt occurs upon the acceptance of each call. Friends and Family may also check their account balances online or by calling our 24-hour customer care center and speaking with one of our helpful live operators.

To help inform your constituents of our prepaid service, Bridged Innovations would furnish the facilities with Friends & Family Prepaid Collect pamphlets and flyers in order to inform and generate interest in the program. These pamphlets are provided in both Spanish and English.

Bridged Innovations proudly accepts check, money order or any of the following payment types:

![Payment Methods]

**Traditional Debit Card Calling**
The iCON system allows for the facilities to offer debit card or cardless debit services. Bridged Innovations’ debit services can be utilized to call any destination worldwide. Standard card denominations are $5, $10, $20, $30, $40, and $50. The cards are construction paper based ensuring that they cannot be utilized as a weapon.
The facilities will be invoiced for all debit cards that are requested. The facilities will sell the debit cards via the Commissary or Cash Office and retain the funds. The police department will receive the offered commission percentage as a discount on each purchased card.

**Cardless Debit Calling**

Bridged Innovations has a superior cardless debit calling solution that has been successfully implemented at facilities nationwide and this service may be used by inmates to call any destination worldwide.

Funding an inmate’s cardless debit account is easy. An inmate may fund their own calling account through the commissary using the BCD, phone, or video kiosk integrated ordering system, or via the police department’s traditional commissary ordering method. Friends and family may also easily fund an inmate’s debit account 24/7 through Bridged Innovations’ prepaid website, from the Cash Office at the facilities.

All deposited funds added to an inmate’s account, either by the inmate or a friend or family member, are immediately updated on the account ensuring no delays in the inmates calling. The secure cardless debit calling account is created during the booking process or at the commissary and utilizes the inmate’s unique PIN to securely track and manage funds and pay for calling. Through our custom integration with the commissary and JMS, the cost of each call is automatically deducted from the inmate's account and transferred to the police department’s account as soon as the call is completed.

Our cardless debit account is truly a comprehensive, streamlined, and secure way to manage and pay for inmate calling.

**International Collect Calling**

Bridged Innovations is unique in that it allows traditional collect calling to all international destinations. Unlike most other vendors, our exclusive standing as both a local exchange carrier (LEC) and an international exchange (a.k.a. “long distance”) carrier (IXC) allows us to provide call processing to non-U.S. territories. Where traditional collect international calls cannot be made, virtually any destination point in the world can be called using any one of Bridged Innovations’ prepaid calling options.

iCON has the capacity to speak any language the police department desires. English and Spanish are standard language options for the automated operator, but virtually any language may be added to the
system at no additional cost to the police department. In addition, our 24/7/365 Friends & Family Call Center is staffed with live multi-lingual operators ready to answer questions on billing, pre-paid accounts, or any other aspect of service.

Unbillable Collect Calls
If an end-user’s chosen LEC does not allow collect billing, Bridged Innovations’ automated operator will contact them and inform them that their call can be accepted using a credit card. If they choose not to use their credit card, the automated operator will let them know that they can also set up a prepaid services account to not only place calls, but also conduct video visits and send e-mail messages. Pre-paid account setup is available 24 hours a day, 365 days a year.

Call Processing
The ICON system only permits inmates to make outgoing calls via its automated operators. The system will never allow incoming calls to the facility. ICON only permits outgoing collect calls, one-way outgoing, station-to-station (landline or cell phone) calls billed to the called party, or outgoing calls charged to a debit card, cardless debit, and pre-paid system.

The ICON system prohibits inmate access to a line or live operator of any type. Inmates will only have access to complete calls through ICON’s automated operator. All phones within the facilities will be limited to one call per connection. As soon as the switch hook is depressed, the current call is immediately disconnected, and the automated operator call prompts begin.

Positive Acceptance
ICON places the inmate “on-hold” and does not allow the inmate to hear the called party prior to the actual positive acceptance (via touch tone entry) of the call. During the hold period, ICON’s automated operator will provide notifications to an inmate of the call status (e.g., busy, no answer, etc.) eliminating the need for inmates to hear the call progress.

Automated Operator
Bridged Innovations will post calling instructions next to the inmate telephones and will include calling instructions in the card window on each phone. In addition to the signs and cards, ICON’s automated
operator will provide clear and concise dialing instructions to the inmate on every call. The automated operator instructions begin playing immediately when an inmate picks up the receiver.

Every inmate call placed at the police department’s facility will be processed by Bridged Innovations’ automated operator, and will be branded with a pre-recorded message announcing the collect call, name of the facility, name of the inmate initiating the call and will notify inmates as well as the called party that “All calls are recorded and may be monitored.”

iCON’s automated operator uses the inmate’s pre-recorded name to announce to the called party from whom the call is originating. iCON announces the inmates name to the called party prior to call acceptance. iCON will record the inmate name only on the first call made by the inmate, giving them no more than 2 seconds to record their name. The recorded name will be saved as a .WAV file and played on all subsequent calling by the inmate utilizing his/her PIN.

Standard Automated Operator Call Response

1. Once an inmate picks up the phone, they are prompted to:
   - Press “1” For English
   - Press “2” For Spanish
   - Press “3” The System can be programmed to provide any ten (10) language options.

2. Once a language is selected:
   - Please Enter Your Personal Calling Identification Number (PIN) Now

3. At this point Inmate Voice Print Verification will take place.
   - Press “1” to acknowledge that your call is being recorded and monitored by Inglewood Police Department personnel (Optional Prompt)
   - Press “2” if you do not wish to proceed with your call.

4. Once acknowledgement of call recording has been selected:
   - Press “1” to place a collect call
   - Press “2” to place a call to a destination number that has a prepaid call account
   - Press “3” to utilize a Prepaid Debit Calling Card or Cardless Debit Service

5. Once a billing method has been selected:
   - Please enter the number you wish to call (with country code for international calls)
   - Please state your name (iICON will record the inmate name on the first call made by the inmate. The recorded name will be saved as a .WAV file and played on all subsequent calling by the inmate utilizing his/her PIN)
At this time the Call is validated through the National Line Information Database (LIDB)

6. Once connection to any destination number the Bridged Innovations automated operator will play a list of options to the accepting party:
   - The system will announce that there is a call from the [AGENCY NAME] [FACILITY TYPE]
   - Bridged Innovations’ Operator will play the recorded name of the inmate to the called party.

7. The Caller will then be prompted for the language they wish:
   - Press “1” For English
   - Press “2” For Spanish
   - Press “3” The System can be programmed to provide any ten (10) language options.

8. At this time Bridged Innovations will also provide the rate and charge for the call.
   - Press “1” to accept the collect call and acknowledge that the call may be recorded and monitored
   - Press “2” to deny the collect call
   - Press “3” to block your number from any further calls from the Inglewood Police Department

Once the Call has been accepted – iCON’s standard application will play a voice overlay message every five minutes that announces “This call is from the Inglewood Police Department and subject to call recording and monitoring.” This overlay message can be set for any time interval requested by the police department.

**Multi-lingual Capabilities**

iCON will provide inmates with simple voice prompt instructions to follow while making a call. The standard language settings include English and Spanish automated responses and the facility may request any language to be added to the system throughout the contract period. The system can play up to any ten (10) language options to the inmate. Inmates may choose the preferred language by using a single digit code. Bridged Innovations will customize its automated IVR’s to meet the requirements of the facility.

Bridged Innovations’ IVR can play back any language required by the Inglewood PD, including but not limited to:

- English
- Spanish
- Vietnamese
- Armenian
- French
- German
- Korean
- Russian
- Polish
- Japanese
- French Creole
- Greek
Fraud Detection & Three-Way Call Prevention

Bridged Innovations has a distinct advantage over most other vendors in the inmate telephone market when it comes to three-way calling prevention: ICON is part of an interexchange and local exchange service provider network. Our proposal to Inglewood PD is to provide local and long-distance service by originating and terminating all calls on our own behalf within the ICON network and call switches. ICON has total control over all aspects of the call. Other ITS vendors may contract for phone service and may only "monitor" the call, looking for a detection signal, but the control of the call is in the hands of the LEC (for example, Verizon or AT&T).

Network Level 3rd Party Detection

Since traditional vendors do not have network control, they may rely on a combination of silence, dial tone, DTMF detection, and other energy algorithms that do not accurately detect fraudulent activities or three-way calling. Many providers propose patented three-way detection technologies which the Bridged Innovations team has tested in the past and which have not always proven 100% worthy in the field. These technologies may not catch 100% of three-way calls, and they also have a very high percentage of detecting and disconnecting valid calls that are not three-way (false positives).

The ICON solution is to process all calls within its own secure network, not just try to detect from outside the network. Any setup signal initiated by the called party that prompts a three-way or remote call forwarding alert falls within ICON's network and is received by the ICON call control.
Should the system detect DTMF from the inmate phone or the called party, the Interactive Voice Response (IVR) system can be set to either:

a. Notify both parties of the suspected fraud and “warn” the parties that the call will be disconnected should further dialing continue,

b. Disconnect the call immediately upon DTMF or hook switch signal, or

c. Allow the call to continue for investigation purposes.

In all cases, these calls will be flagged on the call detail record.

Bridged Innovations will implement whichever option the Inglewood PD chooses. Should the police department choose to allow suspected fraudulent calls, the ability to review these calls will provide valuable investigative data.

iCON features a real-time delivery system of call alerts to Bridged Innovations and designated police department personnel of all fraudulent calling activity including hook switch dialing, three-way calling, frequently called destinations, and call threshold maximums (attempts, revenue). iCON’s threshold setting utility allows the facility to set a maximum number of attempts to any destination number. An alert is posted when this threshold has been reached and the inmate is notified of the reason the call was not allowed.

Once a destination number is dialed by an inmate from the inmate telephone keypad and iCON accepts the dialed number, the system will not respond to any further DTMF pulses from the inmate phone. Off-hook signaling cannot be simulated by the inmate and messages cannot be passed. All telephones in the facility will be limited to one call per connection. iCON does not provide inmates with a second opportunity to dial a number without the inmate hanging up the telephone receiver after the first call is completed. As soon as the switch hook is depressed, the current call is immediately disconnected, and the automated operator call prompts begin.

24/7/365 Fraud Department

Additionally, Bridged Innovations is backed by a full-time Fraud Department that is open for business twenty-four (24) hours a day, 365 days a year. These professionals focus on dialing patterns not just from a single jail but from countless correctional facilities throughout the nation. They analyze not only real-time call data and alerts from our customer base but also fraud alerts that are issued by local
telephone companies, long distance carriers, and billing clearinghouses. Bridged Innovations works around the clock to provide the ability to identify and terminate fraud before it happens.

Bridged Innovations is a member of the Tele-Communications Association (TCA), which is leading the way in fraud networking. Our company utilizes every available method to sense fraud: silence detection, DTMF signaling, and hook switch signaling, all powered by an Intel Dialogic backbone.

False Positives
In our Fraud Detection and Prevention response, we have described how iCON has a distinct advantage over the competitive systems when it comes to the elimination of false positives in 3-way call detection. However, in the event that a false positive does occur, a service request may be opened directly within iCON in the Service Ticket Utility. Our technicians who are available 24 hours a day, 7 days a week, including holidays, will receive an alert notification immediately, and will respond within 2 hours. Called parties may always access a live operator ready to immediately resolve issues by calling our 24/7 Friends & Family Call Center at (888)-PAY-4-FAM. Inmates can also use Bridged Innovations' Inmate Grievance Voicemail System (if deployed at your facility) to leave a message for our staff about any problem with service.

Complete Customization for Inglewood PD
Should the system detect DTMF from the inmate phone or the called party, the Interactive Voice Response (IVR) system can either notify both parties of the suspected fraud and “warn” the parties that the call will be disconnected should further dialing continue, or the system can be set to disconnect the call immediately upon DTMF or hook switch signal. iCON can either flag or block a number based on a three-way call detection. The system allows complete customization for whichever option the police department chooses.

The police department will have access to detailed call reports from the Reports Utility in iCON. Reports are viewable from iCON within seconds of report request. Reports can be viewed and printed directly from iCON or the police department can choose to export the report into another file, E-Mail the report, or download it onto their computer, a CD/DVD, a USB flash drive, or other media storage device. iCON reports can be exported in almost any format, including MS Word, Excel, PDF, WordPad, Word Perfect, .csv, and HTML.
Call Time Limits

Police department staff and/or Bridged Innovations’ personnel can set a maximum call time limit for the facility, individual inmate or group of phones, in the Facility Configuration Utility of iCON. Call durations may also be set by called number and, if the Inglewood PD is utilizing iCON’s PIN application, the maximum time limit on each call can be set by inmate PIN as well. The automated operator will notify the inmate and called party two (2) minutes prior to disconnecting the call. The PAN feature also allows for set durations by dialed number. Bridged Innovations will pre-set the system to allow a maximum of fifteen (15) minutes for all calls. Maximum duration can be applied to one inmate telephone or group of telephones as needed.

Facility Configuration Utility

Maximum call duration for inmate calling can be set in the Facility Configuration if the police department wishes to set a maximum duration that applies to all inmates.

The PAN feature also allows the facility to set maximum call durations by PIN. The facility will have the ability to change the maximum call duration at any time. An Administrator-level password is required to change the facility configurations.
**Inmate Registry – Call Duration Set By PIN**

<table>
<thead>
<tr>
<th>PIN</th>
<th>RegistNo</th>
<th>Acct No/PIN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PHONE CONFIGURATION**

<table>
<thead>
<tr>
<th>Max. Call Duration</th>
<th>Max. Call Duration</th>
<th>Call In</th>
<th>Call Out</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**VISIT CONFIGURATION**

<table>
<thead>
<tr>
<th>Approval E-mail</th>
<th>Approval E-mail</th>
<th>E-mail</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Maximum call duration can also be set by destination number, as seen in the following screenshot.

**Call Schedule & System Shutdown**

iCON will automatically shut off inmate telephones at designated times set in the Inmate Phone Schedule. Bridged Innovations’ implementation team will set the initial schedule as designated by the facilities. Inmate phone schedules can be changed at any time and can be customized to meet the exact...
parameters of the facilities. Authorized personnel will have access to change phone schedules from any PC, on- or off-site. Call scheduling can be controlled by individual phones, facility locations, facility divisions, each facility, or globally. There will be absolutely no cost to the police department for this functionality.

*Facility Schedule Module*

The Facility Can Set Phone Schedules by:
- Time of Day
- Hour
- Day of Week
- Holiday Schedules
- Full System or Individual Shutdown
In the previous call scheduling screenshot example, the phone system would automatically be shut down Sunday through Saturday from 12 am – 5:59 am. At 6:00 am the phones will automatically turn on. In addition, on Sunday afternoon the phone system will also be automatically shut down from 1:15pm – 1:55pm (for 40 minutes), and on Tuesday and Wednesday the phone system will be shut down from 6:00pm – 6:59pm.

This is just a simple example of how customizable the iCON system is. Any combination of call scheduling times can be completed within minutes and can be updated by police department staff at any time throughout the contract.

The iCON system will also provide the facilities with the ability to shut down any individual or group of inmate telephones by a simple click of a button. Inmate telephones will be shut off and not usable during any timeframe selected by the facility.
As described above, manual shutdown can be performed on any individual phone, set of phones, or on all phones (i.e., a full shut down) directly through the Facility Phone Schedule Utility within iCON. In addition, our installation team will install manual cutoff switches (as pictured to the right) to be located in any area requested by the facility including the demarcation location, central security control center, and select housing units.

**Call Blocking**

The iCON system Call Control feature provides the police department with the ability to block an unlimited amount of numbers in real time, having an immediate effect in the system. Upon installation of our services at the facility, Bridged Innovations will pre-load all current blocked numbers into our system allowing for a smooth transition. Number Restrictions can also be set for a large range of NPA-NXX (prefix) sequences utilizing this utility — a simple drop-down option is provided for this use. Numbers may be blocked from any PC or laptop with access to the iCON system from on or off-site. Calls can be blocked by individual telephone or group of inmate telephones.
Adding a Number Restriction

The iCON system does not allow for calling to 0, 00, 911, 411, 555 Directory Assistance, any toll-free sequence (800,888,866,877), or 900/950 numbers. All calls are processed directly through Bridged Innovations’ network with no involvement with the local telephone company ensuring access to pre-approved destination numbers at all times. Each attempted call is first validated through the national Line Information Database to ensure no call is routed to any number where “collect” call blocks have been requested through the applicable local exchange company or to numbers that may have been subject to third party fraud in the past.

Called parties also have the option to block any further calling from the Jail to their telephone number by pressing “3” when prompted by the automated operator. Call blocks are instantaneous upon request.

iCON’s Free Call Utility

iCON has successfully been integrated in numerous facilities with the Pro Bono network. iCON is set up to allow a speed dial from the inmate phone which connects directly to the national Pro Bono network, allowing the ICE inmates to speak directly with their consulate representative. This is a free service, and the conversations are not recorded.
The iCON system has the ability to designate numbers (e.g. attorneys, bonding companies, relay service numbers) that inmates are allowed to call at no cost. The system allows approved Inglewood PD staff to designate free call numbers to the entire inmate population, a segment of the inmate population (e.g., inmates with impairments), or individual inmates. Bridged Innovations can also pre-load any existing “free” numbers in the system as part of the installation process.

Every call attempt will be recorded unless designated as “not recordable” by the facilities. The iCON system’s Call Control Utility also provides a Non-Recording/Monitoring feature that will allow the facilities to enter a limitless amount of destination numbers that cannot be recorded or monitored (such as attorney numbers). As part of our installation process Bridged Innovations will ensure that all destination numbers that are currently blocked from monitoring or recording are still blocked when we transfer the facilities to our service.

**Free Call Assignment Screen**

![Free Call Assignment Screen](image-url)
Call Billing & Commissions

Release Balance
All remaining funds will be refunded to the inmate upon release. The inmate would need to contact our customer service department upon release and request that a refund check be sent to their current address. If the inmate is transferred to another facility and Bridged Innovations is the telecommunications provider at that facility, the inmate's balance may be transferred to the new facility.

Insufficient Funds
If a called party receives a call from an inmate but there are insufficient funds in their prepaid account to accept and complete a call of at least one minute in duration (based on the specific rates applied at the facility), the automated operator will notify the end user, providing them with the dollar amount of their current account balance as well as the cost of the call. The automated operator will then offer to connect the called party to a live operator so that they can add funds to their account in order to accept a call.

Billing Start Time
Bridged Innovations will not connect a call from any detention facility without positive acceptance from the called party. We utilize Intel Dialogic telephony cards to power its IVR responses and answer supervision. A call cannot be connected without call positive acceptance under any circumstance. DTMF, pulse-dial and Rotary responses are 100% accurate utilizing this technology – without exception. Calls cannot be billed to answering machines, fax machines, or computer modems. A DTMF, pulse-dial or Rotary signal of "1" must be received for a call to bridge and connect. Billing time does not begin until the called party has pressed "1" to accept the call.

Line Information Database
All operator service call attempts are first validated through the national Line Information Database (LIDB) as required by the California Public Utility Commission as well as the Federal Communications Commission (FCC). Once a call has passed validation the call is extended to the destination number. Billing time for the call will only begin once the called party has pressed "1" to accept the call. Once the call is bridged billing time will begin. Upon termination of the call by either end, the call record is completed and rated in real time.
All call rating is accomplished through iCON's IVR system with selected rates applied at the Inglewood PD. Within minutes of completion the call record is batched and transmitted to the billing authority utilizing the OCN number for identification. The OCN is a number assigned to identify each Local Exchange Company authorized to provide service in the United States, is captured during the validation process, and is also part of the Bellcore NPA software. By utilizing the OCN information Bridged Innovations can dispatch the record to the proper local billing authority.

**Incomplete Calls**

**Cost Notification**

We want your inmates’ friends and family to know exactly what they will be charged for every call. Our automated operator will provide straightforward, easy-to-understand call rates to called parties on each and every call, even if they don’t ask for them.

**Call Validation – Reply Codes, Non-billable**

<table>
<thead>
<tr>
<th>Reply Code</th>
<th>Billable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>212</td>
<td>No</td>
<td>Blocked by Bridged Innovations (Fraud)</td>
</tr>
<tr>
<td>262</td>
<td>No</td>
<td>No Collect Calls Allowed</td>
</tr>
<tr>
<td>263</td>
<td>No</td>
<td>No Collect Calls Allowed</td>
</tr>
<tr>
<td>273</td>
<td>No</td>
<td>No Collect Calls Allowed</td>
</tr>
<tr>
<td>275</td>
<td>No</td>
<td>No Third Party Allowed</td>
</tr>
<tr>
<td>276</td>
<td>No</td>
<td>No Third Party Allowed</td>
</tr>
<tr>
<td>287</td>
<td>No</td>
<td>Wireless Phone</td>
</tr>
<tr>
<td>297</td>
<td>No</td>
<td>Mobile Phone</td>
</tr>
<tr>
<td>399</td>
<td>No</td>
<td>Cell Phone</td>
</tr>
<tr>
<td>403</td>
<td>No</td>
<td>No Collect Call Billing Allowed</td>
</tr>
<tr>
<td>406</td>
<td>No</td>
<td>Fraud Suspected</td>
</tr>
<tr>
<td>407</td>
<td>No</td>
<td>Fraud Account</td>
</tr>
<tr>
<td>444</td>
<td>No</td>
<td>Blocked by Bridged Innovations (Threshold Limit)</td>
</tr>
<tr>
<td>898</td>
<td>No</td>
<td>BNA Not Found</td>
</tr>
<tr>
<td>911</td>
<td>No</td>
<td>Blocked and Monitored by Supervisor</td>
</tr>
</tbody>
</table>

**Collect Calling Threshold**

Bridged Innovations tailors its Collect Calling Threshold to meet the Inglewood PD’s needs. Initially Bridged Innovations will set the Collect Calling Threshold at the Inglewood PD to $100 per month. Set-
up of a new Collect Call threshold, if needed, is a simple process that will be performed by our in-house IT Department.

**Uncollectible Calls**

Bridged Innovations will assume full responsibility for all unbillable/uncollectible charges, including but not limited to incomplete calls and bad debt on collect calls. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. will not be billed.

The iCON system may be accessed from on or off site, so all report information is available to Inglewood PD personnel at all times, from anywhere. The iCON system provides a multi-level password configuration that allows the police department to designate personnel to access information pertinent to their function. For example, should a user not have “finance” access they would not be able to view commission reporting.
iCON® Reports

iCON offers a myriad of standard reports which are divided into the following categories: Billed Calls, Unbilled/Attempted Calls, Commission, Call Attempts (reflects reports for every single call attempted from the facilities), Frequency Reports (e.g., frequently called numbers), Prepaid (Friends & Family) Reports, Prepaid (Inmate Debit Card/Cardless Debit) Call Detail Reports, Call Analysis Reports (call trends), Fraud Reports (Three-Way Call Detection/Voiceprint Authentication Failure) and Service Ticket/Service Reports. As with all Bridged Innovations reports, each report supplies the originating number (inmate telephone), called number (destination number), time, date, PIN Utilized (identifying the inmate), call duration, call cost, call type, and the result of the call.

Customizable Call Detail Report Template

The iCON system also features a Call Detail Report template that allows users to create any tailored report with any specific call criteria they may need. This function serves as a template that allows users to select call detail fields to generate a specific report with specific criteria. This allows limitless customizability and flexibility. The iCON system allows reporting of data from every single call attempted through our service, not just completed calls. All call detail contains the result of the call attempt (completed, denied, blocked, etc.).
When viewing a report, the user may select which columns are viewable and which are hidden so that the report only displays data that is relevant and important.

**Selecting Viewable Columns**

When viewing a report, the user may select which columns are viewable and which are hidden so that the report only displays data that is relevant and important.

**User-Defined Custom Reports**

Users can save any specified search criteria as a custom report so that they can easily run the same report again in the future without having to reselect the search criteria. To do so, simply click ADD TO CUSTOM REPORT.

A popup window will appear asking you to provide a title for your custom report.
To locate the report that you have just created, click MY REPORTS on the side menu of iCON. Locate your report on the list and click on the link. The system will run the report and open it in a new tab.

Click MY REPORTS to locate the custom report you have saved.

Locate your desired report on the list. Click the link to run the report. It will open in a new tab.
Audit Reports
Unlike the methods used by some other vendors, the commission reports accessible within our iCON system reflect real-time data for inmate calls that have all been rated instantaneously. When an inmate lifts the receiver to make a telephone call, an immediate connection is made to our carrier-grade network utilizing a direct connection from the facility to our network. Upon termination of the call by either end, the call record is completed and rated in real time. This information is then immediately viewable by Inglewood PD staff from the Reports utility of iCON, which means it is literally impossible for Bridged Innovations or any other party to tamper with that data at any point. iCON offers detailed reports for the police department to audit commission payments. These reports reflect recordings from every single call attempted through our service—whether billed or unbilled.

Commission Reports
Inglewood PD staff can easily access reports from the Reports Utility of iCON, without the need for assistance from Bridged Innovations. Reports always display real-time, up-to-date information and are viewable from iCON within seconds of report request. The iCON system may be accessed from on- or off-site—all report information is available to Inglewood PD personnel at all times, from anywhere. iCON’s commission reports will specify the exact amount of commission that will be paid for each completed call.
Additional Communication Services

In addition to inmate calling, Bridged Innovations offers a full suite of other communication services. Using Bridged Innovations’ secure, wall-mounted, touchscreen [BCD OR VIDEO VISITATION KIOSK], the police department can deploy all of our available services or implement new services throughout the contract as you see fit. These services are fully scalable to meet the needs and pace your agency is comfortable with.

On-Site & Remote Video Visitation Kiosks
(Optional Service*)

If desired, Bridged Innovations can provide our state-of-the-art, on-site, and remote Video Visitation Solution (VVS) which will be available for the life of the contract. Bridged Innovations is the only inmate communications provider that has a fully integrated inmate telephone and video visitation system. The industry typically offers you two disconnected systems that will require separate logins to do the same task Bridged Innovations can provide in one single system.

Besides providing an additional revenue stream, there are many benefits to adding video visitation to your facility:

- The prevention of contraband
- Less movement of inmates within the facility
- Reduced staffing and other facility costs associated with on-site visitation
- Reduced travel costs for inmates’ friends and family
- A wealth of additional investigative evidence

Our inmate kiosks are capable of much more than just video visitation. Once Bridged Innovations interfaces with the facility’s current JMS and Commissary providers, our multi-function VVS kiosks offer access to all of the following and more:

- Automated Information System
- Commissary Ordering
- Inmate Account Balance Lookup
- Law Library
- Schedule Doctor Visits
- Fill Out Forms/Requests
- Educational Material
- Inmate Tip Line
- PREA Line
- Court and Release Date Information
- Review Visitation Schedule
- General Facility Rules & Regulations
- Important Numbers/Contacts, etc.
- Entertainment Media Rental/Purchase
*In almost all circumstances, Video Visitation Kiosks/Services (VVS) will be provided at no cost and with no commission revenue reduction. However in some infrequent cases (such as the request to provide only on-site video visitation services without remote video visitation services), an impact on our financial offer is possible.

**Inmate & Public Automated Information System (AIS)**

*(Optional Service)*

Bridged Innovations can provide the facility with an all-in-one inmate and public Automated Information System. The AIS can be utilized from any inmate telephone, video visitation kiosk, or public phone for inmates and the public to access JMS-supplied and jail-designated information. This information may include, but is not limited to: visitation hours remaining, court date(s), commissary balances, release date(s), and bail amount(s). The inmate telephones and kiosks will carry posted instructions that indicate accessibility to Inmate Information Services and list the hours of operation for the services.

**Telephone Commissary Ordering**

*(Optional Service)*

Bridged Innovations will integrate with your Commissary provider to enable an Automated Telephone Commissary Ordering system. This commissary ordering system will be provided at no cost for the life of the contract. Ordering instructions will be posted next to telephones and iCON’s IVR will have an intuitive ordering process to follow.

**Attorney Access to Inmate Call Records**

*(Optional Service)*

iCON will allow your facility to approve inmate attorneys and district attorneys to have limited access to an inmate’s call recordings, saving both time and money. No longer will your staff have to field call recording request, search for call recordings, then email the recordings to attorneys. Access to the iCON system can be limited to specific time durations and approved users will only have access to their clients’ recordings. To maintain the highest level of security, attorney users will not be able to use the rest of the iCON system.

**WatchWord+ Audio Mining Word Search Utility**

*(Standard No Cost iCON™ Feature)*

The iCON system comes equipped with an Audio Mining Word Search utility called WatchWord+. Audio mining can be applied to both Spanish and English telephone calls, video visits, and voicemails. iCON allows facility investigators to add keywords to
a Word List dictionary. iCON then searches for the keywords in all call recordings and voicemails. If the word is found, they are placed into that particular WatchWord+ list, and investigators are notified by e-mail, cellphone (SMS text), or landline number. iCON’s WatchWord+ feature utilizes Dragon Audio Mining technology, which supports the absolute best success rate on the market.

**Watch List**

*(Optional No Cost iCON™ Feature)*

Watch List is an investigative feature that allows users to create lists of interest based on any desired criteria and have the system alert them when any communication occurs that meets these specified criteria. For example, a user may choose to be alerted any time a specific inmate places a call, or they may choose to be alerted each time a specific destination number is called by any inmate at the facility. This is a standard iCON feature that will be provided at no cost to the police department.

**iCON Continuous Voice Biometrics**

*(Optional Service)*

iCON’s ultra-modern Voiceprint Identification/Voice Biometrics feature is available at no cost. Unlike other vendors, iCON’s state-of-the-art Voice Biometrics does not add additional fees or charges to the inmate call. Please find a detailed description of this feature within our proposal.

**AccuPIN Inmate PIN Authentication**

*(Optional No Cost iCON™ Feature)*

AccuPIN is an enhanced method of authenticating an inmate’s identity and attaching it to their respective call records. AccuPIN requires an inmate to verify their PIN number along with a set of challenge/response questions entered into the Jail Management System at the time of booking. The combination of unique and personal data offers a Protection Profile equal to the National Institute of Standards and technology Level-4 Security. Please find a detailed description of this feature within our proposal.
Inmate E-Mail & Voice Messaging
(Optional No Cost iCON™ Feature)
Bridged Innovations can include our revenue-generating inmate e-mail and voice messaging services for your facility. This will provide even more affordable opportunities for friends and family to stay connected with their incarcerated loved ones. All e-mails and voice messages are archived and can be accessed by system administrators for investigative use. iCON’s WatchWord+ Audio Mining utility can also be applied by investigators to these voice messages. Friends and family can set up e-mail and voicemail accounts quickly and easily by calling our 24-hour customer service number, (888-PAY-4-FAM), or by visiting our website at www.legacyinmate.com.

Inmate Tip Line
(Optional No Cost iCON™ Feature)
iCON’s inmate tip line enables access to Bridged Innovations’ secure Voice Messaging System in which inmates can leave confidential information regarding the mistreatment, harassment, or deviance inflicted by, or upon, a fellow inmate. This service can be provided at no cost.

Security Officer Check-In Utility
(Optional No Cost iCON™ Feature)
The iCON system offers an Officer Check-In feature that allows security officers to call in from any inmate telephone during rounds. Each officer will be issued a Personal Identification Number (PIN) during system implementation. The system will then log the officer’s PIN, as well as the date, time, and location of the officer’s check-in.
Video Visitation  
(Optional Service)

Bridged Innovations can provide a state-of-the-art VVS kiosks for on-site and remote video visitation, which will be available to the police department for the life of the contract. All video visitation investigative features are fully integrated within the iCON system. The addition of a Video Visitation system within the facility will result in additional security and an added revenue stream for the police department, as well as a reduction in contraband, on-site visitation, and personnel requirements dedicated to visitation.

Bridged Innovations would provide recording and live monitoring for all on-site video visitation stations and remote video visits. The installation of the video visitation kiosks or Bride Communication Devices and any electrical required for the stations will be performed by Bridged Innovations directly. The proposed video visitation solution is comprised of a detention-grade enclosure with non-proprietary hardware components and ultra-modern video visitation software that streamlines internal procedures providing automated policy management, with an optional web-based public scheduling module. The facility will be provided with in-depth on-site and web-based training for all staff at the time of installation.

Also, with the introduction of video visitation kiosks or Bride Communication Devices, the facility will have the option to easily add on additional affordable communication and inmate services.

Secure, Remote, & On-site Video Visitation

iCON’s video visitation has revolutionized the way inmate visits are conducted. The efficiencies iCON provides through its video visitation service are now helping jails and prisons reduce costs, increase security, and ensure the safety of their staff, inmates, and visitors.

iCON’s remote and on-site video visitation service provides a high quality, safe, convenient alternative to traditional visits. At the same time, by using Bridged Innovations’ proven video visitation service, the Inglewood PD can provide better service to their constituents and professional visitors, offer better access to programs assisting in inmate reentry, reduce recidivism rates, and even generate revenue for the police department.
Bridged Innovations will provide the Inglewood PD facility with a state-of-the-art, web-based, on-site, and remote Video Visitation Service (VVS). iCON is a fully integrated inmate telephone, video visitation, and messaging system. Our competitors will offer disconnect systems that will require separate logins to do the same task. Bridged Innovations can provide in one single system.

Besides providing an additional revenue stream, there are many benefits to adding video visitation to the facility:
- The prevention of contraband
- Less required movement of inmates within the facility
- Reduced staffing tasks and other costs associated with on-site visitation
- Reduced travel costs for inmates’ friends and family
- A wealth of additional investigative evidence

Our Video Visitation Kiosk is capable of much more than just video visitation. Once we interface with your current JMS and Commissary, our multi-function VVS kiosks offer access to all of the following and more:
- Automated Information System (AIS)
- Commissary Ordering
- Inmate Account Balance Lookup
- Law Library Access
- Schedule Doctor Visits
- Fill out Forms/Requests
- Inmate Tip Line
- PREA Line
- Court and Release Date Information
- Schedule Visitation
- General Facility Rules & Regulations
- Important Numbers / Contacts, etc.

**Scheduling Video Visits within iCON**

Bridged Innovations can customize the visit length to meet the needs of the facility. The industry’s standard visit length is between 15–30 minutes. Bridged Innovations would recommend starting with 20-minute visits and remaining open to adjusting the times to meet your constituents’ needs.

Adjusting the visit length is simple to adjust within iCON. Through iCON’s Video Visitation Scheduling module (following pictures), Administrators, Investigators, or other approved personnel can control
video visitations hours of operation. Video visit scheduling can be controlled by individual kiosks, facility locations, facility divisions, each facility, and globally.

To set or update the global video visitation length, an approved visitor simply navigates to the Visitation Layout screen and “Time Limit (min)” number. In the following screen shot, the global time limit for video visits is set at 20 minutes.

**Visitation Layout Screen**

If the facility would like to further customize the video visitation schedule, simply click the “View Video Visit Schedule” button and the user can adjust the advanced scheduling settings. The entire process takes mere seconds to perform and is one of the most effective ways of curbing unwanted kiosk activity. In conjunction with the schedule module, Bridged Innovations has also installed system shutoff switches within the facility in case of extreme emergencies or inmate lockdown. Your staff can allow for the following service options:

- **Block Selected** – Allow video visitation service only during a pre-determined time of day
- **Block All** – Manually shutdown the entire system
- **Allow All** – All video visitation service remains fully available and operational
**Advanced Video Visitation Scheduling Module**

The facility can set Video Visitation schedules by:

- Time of Day
- Hour
- Day of Week
- Holiday Schedules
- Full System or Individual Shutdown

<table>
<thead>
<tr>
<th>Video Visit Schedule of Facility</th>
<th>Video Visit Facility Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 1</td>
<td>Period 1</td>
</tr>
<tr>
<td>Morning</td>
<td>8 a.m. - 10 a.m.</td>
</tr>
<tr>
<td>Afternoon</td>
<td>10 a.m. - 12 p.m.</td>
</tr>
<tr>
<td>Evening</td>
<td>1 p.m. - 3 p.m.</td>
</tr>
<tr>
<td>Night</td>
<td>4 p.m. - 6 p.m.</td>
</tr>
</tbody>
</table>

During the video visit, the inmate’s and visitor’s screen will display a timer counting down the time remaining of the visit.
Streamlining the Visitor Scheduling Experience

iCON’s VVS will considerably reduce the police department’s overhead associated with traditional visitation practices, as well as re-allocate vital staffing resources to more important tasks. Visitors simply create a prepaid account on Bridged Innovations’ Friends and Family website and schedule inmate visits without requiring the use of staff’s time, facility parking spaces, restrooms, or other facility operations. Visitors may also set-up a prepaid user account by calling our 24/7 Customer Service Center (1-888-PAY-4-FAM).

By integrating directly with the police department’s JMS, iCON’s video visitation system will track all inmate housing unit assignments, movements and inmate releases. Bridged Innovations also employs a sophisticated real-time scheduling feature that is built around the police department’s existing visitation hours and restrictions. iCON automates a variety of tasks including station re-assignment, cancellations and scheduling optimization, alleviating staff of these responsibilities. Through automatic email applications and text notification, iCON allows the Inglewood PD visitation coordinators to easily review a daily listing report of the scheduled visitations and cancelled visitations when inmates become unavailable. Our team is confident that with iCON’s VVS your facility will experience both greater efficiency and an increased user satisfaction.

When an on-site visit is scheduled by a user, all pre-established rules pertaining to visitor type, housing unit and inmate classification are observed, and iCON will automatically display the next allowable visitation time for the selected inmate based on all police department parameters. Administrators will be able to ignore the pre-established rules if required, but the ability to double book a kiosk is still impossible as the system tracks which visits are in-session and therefore will not display as an available
kiosk. On-site and off-site (if used by the police department) scheduling must be integrated to avoid double booking inmate terminals.

iCON's Inmate Registry allows users to enable an approved visitor list for specific inmates or the entire inmate population. Users may also track all pending, active, and completed visits from iCON's VVS dashboard. Bridged Innovations' public prepaid website is an informative, e-commerce gateway that allows visitors to setup a prepaid user account which may be used for video visits, to select an inmate(s) to visit, and schedule an available video visit date or time based on visitor type. Other available options include looking up terminal availability (for specific inmates), housing unit rules or inmate classification.

Bridged Innovations' standard scheduling parameters require all visitors to schedule their video visit online more than 48 hours in advance because all video visits must be canceled 48 hours in advance to receive a refund. All visits that are scheduled less than 48 hours in advance cannot be canceled.

Scheduling outside normal visitation hours can be manually overridden by administrative users. Confidential video visitors (i.e. lawyers, clergy, etc.) can create their account online and notify the facility to be designated as a "Non-Recordable Visitor." The police department must approve all confidential visitor requests prior to video visits becoming non-recordable. With this method in place, a standard visitor will never be able to be designated as a non-recordable visitor.

Once registration is complete, visitors can easily schedule a visit with an inmate and process payment electronically from their prepaid account. Visitors will receive a schedule confirmation via email and/or SMS text, as well as a receipt for their transaction and a reminder before the visit begins all via email and/or SMS text.

Our advanced scheduling utility and JMS integration also gives iCON the ability to automatically cancel a visit if the inmate's status has changed. As soon as the police department updates its JMS the iCON system updates itself, makes all necessary changes within the system, and notifies any video visitors via email of schedule changes or cancelations.
Bridged Innovations’ Friends and Family Video Visitation Scheduling Screen

Schedule a Remote Video Visit

Select inmate and visit day

Visitor selects the inmate they wish to visit with.

Visitor selects the day, time and visit duration of the visit from a list of available days and times.

Visitor can review their scheduled visits and confirm the visit information before the visit is finalized.

Visitor pays for remote visit (if applicable). No cost for on-site scheduled visits.

Visitor can select to receive email and/or cell phone text alerts.

Visitor Visit Scheduling Screen (Attorney Non-Recordable Relationship Selected)
Confidential Visitor Warning Popup (After Selecting Attorney Relationship)

BAR Card Number Field Displays for Attorney to Submit Credentials

iCON Users Scheduling for a Visitor

Scheduling a video visitation appointment for a visitor within iCON is very intuitive, straightforward process designed to save Administrative time and effort. Authorized personnel simply enter the visitor’s information, select the inmate to be visited, and then select the visit date and time from the available visits. The visitor will be notified via email of the scheduled visit. The visit appointment will be immediately added to the inmate and visitor’s schedule visit log.
Onsite Video Visits with Multiple Facilities
When a visitor is scheduling an on-site video visit, Bridged Innovations’ prepaid website will give them the option of scheduling the visit at any of the Inglewood PD facilities.

E-mail Notifications & Video Visit Cancellation
Bridged Innovations will interface with the police department’s current JMS and Commissary provider during ICON’s system implementation. We have integrated with hundreds of JMS and Commissary providers in detention facilities nationwide and will use this expertise in order to enable a multifunction VVS kiosk approach if so desired.

The standard ICON VVS has been designed to allow for Inglewood PD specific rules and scheduling that is tailored to each client’s needs. All video visits will be limited according to the approved session duration. The VVS scheduling duration may be set at the facility level, facility division level, population level (group of inmates), by the specific inmate or by specific visitor. This provides police department personnel complete control over inmate scheduling and privileges. Suspension of inmate visitation privileges is time sensitive and automatically reinstated upon completion of the designated time restriction.

Our advanced scheduling utility combined with ICON’s integration with the police department’s JMS will give ICON the ability to automatically cancel a visit if the inmate’s status has changed or send an email cancellation notification to the visitor if a visit is cancelled. As soon as the police department
updates its JMS the iCON system updates itself, makes all necessary changes within the system, and notifies any video visitors of schedule changes or cancelations.

Below please find samples of email notifications that are generated by iCON’s VVS:

**SAMPLE 1:**

**VIDEO VISITATION PENDING NOTIFICATION**

This message is to confirm that <<VISITOR NAME>> has just scheduled a remote video visitation appointment with <<INMATE NAME>> via legacyinmate.com. Your appointment is currently pending approval by the correctional facility. You will be receiving a follow-up message with the status of your request shortly. Please retain this message for your records. Thank you for selecting Bridged Innovations for your visitation needs.

Visit Date: 6/25/2013
Visit Time: 08:00:00 AM
Visit Confirmation #: 1294
Status: Pending Approval

In order for you to perform a scheduled visit, the following items will be required:
- Desktop PC or laptop (minimum Pentium 3 with 512 MB RAM)
- Windows XP or higher, Internet Explorer 7.0 or higher
- Adobe Flash Player for PC users (download the latest version here)
- High-speed DSL or cable internet connection
- Webcam
- External or on-board microphone

**CANCELLATION POLICY**

If you would like to cancel an already scheduled visit, please notify Bridged Innovations [http://bicicon.com/](http://bicicon.com/) at least 48 hours in advance of your scheduled visit to avoid charges to your account.

**SAMPLE 2:**

**VIDEO VISITATION APPROVAL NOTIFICATION**
This message is to inform you that the scheduled video visitation between <<VISITOR NAME>> and <<INMATE NAME>> has been approved by the correction facility. Please retain this message for your records. The confirmation number below will be used to identify your visit. Thank you for selecting Bridged innovations for your visitation needs.

ATTENTION: to ensure proper connectivity, please be sure to log in to your scheduled visit at least 5 minutes prior to the scheduled time.

Visit Date: 6/18/2013
Visit Time: 10:30AM
Visit Confirmation #: 1293
Status: APPROVED

In order for you to perform a scheduled visit, the following items will be required:
• Desktop PC or laptop (minimum Pentium 3 with 512 MB RAM)
• Windows XP or higher, Internet Explorer 7.0 or higher
• Adobe Flash Player for PC users (download the latest version here)
• High-speed DSL or cable internet connection
• Webcam
• External or on-board microphone

CANCELLATION POLICY
If you would like to cancel an already scheduled visit, please notify Bridged Innovations http://bicicon.com/ at least 48 hours in advance of your scheduled visit to avoid charges to your account.

SAMPLE 3:
VIDEO VISIT CANCELLATION NOTIFICATION
Thank you for choosing Bridged Innovations. This message confirms that <<CANCELING ENTITY>> has cancelled your scheduled video visitation appointment with <<INMATE NAME>>. Please retain this message for your records. Please note that your account has been automatically credited for the cancelled appointment.

Visit Date: 6/18/2013
Visit Time: 10:30AM
Visit Confirmation #: 1293
Status: CANCELLED
REASON: <NOTES FIELD FROM ICON>

Please click the following link to login and reschedule your appointment. http://bicicon.com/.

BCD & Video Kiosks Integration Features with JMS & Commissary
Bridged Innovations will interface with the current JMS and Commissary provider during iCON’s system implementation. This integration will expand the features of both the inmate telephones and video visitation solution. Our company has integrated with hundreds of JMS and Commissary providers in detention facilities nationwide and will use this expertise to enable a multifunction kiosk approach. We have deployed this solution at numerous detention facilities. iCON’s multi-function VVS kiosk can include, but is not limited to, the following functions:

- Automated Information System (AIS)
- Commissary Ordering
- Inmate Account Balance Lookup
- Law Library
- Schedule Doctor Visits
- Fill Out Forms/Requests
- Inmate Tip Line
- PREA Line
- Court and Release Date Information
- Schedule Visitation
- General Facility Rules and Regulations
- Important Numbers/Contacts, etc.

The standard iCON VVS has been designed to allow for facility specific rules and scheduling that is tailored to each client’s specific needs. All video visits will be timed and limited to the approved session duration. The VVS scheduling duration may be set at the facility level, facility division level, population level (group of inmates), by the specific inmate or by specific visitor.

This allows personnel complete control over inmate scheduling and privileges. Suspension of inmate visitation privileges is time sensitive and automatically reinstated upon completion of the designated time restriction.

The following screenshots detail just three multi-function kiosks features that Bridged Innovations has can enable at the facility. The three sample features include Inmate Information Request, Inmate Medical Request, and Inmate Grievance Report:
Inmate Login Screen - Inmate Kiosk

Most Recent Submitted Kites - Inmate Kiosk
Non-recordable & Monitored Video Visits

iCON has the capacity to allow system administrators and investigators to designate certain visitors as a “non-recordable” visitor. Every video visit will be recorded unless designated as “non-recordable” by the facility. The iCON system’s Video Control Utility provides a Non-Recording/Monitoring feature that will allow the facility to enter a limitless number of visiting users that cannot be recorded or monitored (i.e. lawyers, clergy, etc.). As part of our installation process Bridged Innovations will ensure that all established non-recordable visitors are blocked from monitoring or recording.

Confidential video visitors (i.e. lawyers, clergy, etc.) can create their prepaid visitor account on our website, enter their BAR or other credentials, and notify the facility to be designated as a “Non-Recordable Visitor.” A prepaid account is required to schedule all video visits, both on-site and off-site.
Although funding the prepaid account is not required to schedule and conduct an on-site visit. The police department must approve all confidential visitor requests prior to video visits becoming non-recordable. With this method in place, a standard visitor will never be able to be designated as a non-recordable visitor.

Visitor Visit Scheduling Screen (Attorney Non-Recordable Relationship Selected)
Confidential Visitor Warning Popup (After Selecting Attorney Relationship)

BAR Card Number Field Displays for Attorney to Submit Credentials

Schedule a Remote Video Visit

SELECT THE INMATE YOU WISH TO VISIT:

Inmate Name: DAN STRONG

SELECT YOUR RELATIONSHIP TO THE INMATE:

Relationship: Attorney

Bridged Innovations
Inmate Voicemail

Bridged Innovations’ revenue-generating voicemail service provides another affordable opportunity for friends and family to stay connected with their incarcerated loved one. Bridged Innovations’ voicemail service utilizes our secure website, ensuring a high level of control and security. The approval process for voicemails can be configured in the system in any way desired by the facility. For example, it can be required that all voicemails be approved by police department staff prior to delivery to the recipient, or all voicemails can all be set to be automatically approved. Regardless, all voicemail records are stored and accessible for review at any time, and they are searchable by a myriad of criteria, just as phone calls are. iCON’s WatchWord+ feature (audio mining/keyword search tool) can also be applied to voice messages.

Voicemail Detail Record Report

Friends and family can set up prepaid accounts quickly and easily by calling our 24-hour customer service number, (800-PAY-4-FAM), or by visiting our website. This account can be used to pay for all of Bridged Innovations’ communication services, from phone calling to voicemail to video visitation, email, and video messaging (depending on the services the police department has chosen to make available). Bridged Innovations has included pricing and commission information in the Financial Offer section of our proposal.

Secure Inmate Instant Messaging (E-mail) Service

Bridged Innovations will provide the facility with an Inmate E-Mail communication service that will allow friends and family to correspond with inmates at the police department. Friends and Family can access the inmate E-Mailing feature via the Company’s prepaid website and select “Send E-Mail to an Inmate”. End Users will have access only to the facility that is using this service. The facility will appear
in a “drop down box” for selection. End Users must first set up an account. To set up an account, Users will be required to supply the following:

- First and Last Name
- Billing and Mailing Address
- Choose a Login Name
- Choose a Password
- Inmate Booking Number or Facility Assigned ID of Person this wish to contact
- First and Last Name of Inmate they wish to contact
- Billing Method (Any major credit card, PayPal, MoneyGram, Western Union)
- (Date and Time will automatically be populated)

Once an account has been set-up, that friend or family member will have the ability to communicate via E-Mail with the inmate throughout their incarceration.

Friends and family can access our prepaid website to send e-mail's, video messages, share photos, and conduct video visits.
Inmate Access to an E-Mail Account

The facility will have discretion on how inmate e-mail accounts will be set-up. Bridged Innovations will use the inmates PIN as a login to gain access to the e-mail system. The inmate will access their e-mail by entering their Inmate ID Number — if correct all unread e-mail that awaits the inmate will appear. Inmates will only have the ability to respond to each e-mail one time. Friends and Family can read inmate replies on the prepaid website.

System Security — Investigative Tools
The facility will have the ability to flag E-Mail’s to be separated and not delivered to the inmate or the public user.

Investigators can search E-Mails for an unlimited number of keywords using Microsoft Antigen 9.0 software, which examines the contents of the messages against a Keyword Filtering Dictionary list. The Keyword Dictionary can contain a limitless amount of words for the system to watch for. Any e-mail containing a keyword will be filed in the Investigation Folder and marked as a suspicious e-mail. Investigators can check the folder on a daily basis. The system will also notify investigators via e-mail and/or cellular telephone text message of a suspicious e-mail.

By default, Bridged Innovations will not allow attachments to be sent to inmates. However, if the facility request attachments to be allowed, the Antigen software will allow for virus checks of all attachments. It also allows for Bridged Innovations to set up an Allowed Senders List which only permits messages from specified prepaid accounts and domains/IP addresses.

All e-mails will be kept and stored for the entire Agreement. E-Mails are accessible by investigators by date, inmate ID number, end user (friend or family), or by Computer IP Address or Kiosk.
Inmate E-Mail System (Inbound)

- Approved E-Mails Delivered to the Inmates Inbox (Viewable on any Device)
- iCON E-Mail Administrator (Can Approve of Deny E-Mails)
- iCON Data Centers & E-Mail Scanning & Filtering System

Denied E-Mails are Cataloged & Flagged in the iCON System

Inmate E-Mail System - Outbound

- Approved E-Mails Delivered to the Public Users Inbox (Viewable on any Device)
- iCON Data Centers & E-Mail Scanning & Filtering System
- iCON E-Mail Administrator (Can Approve of Deny E-Mails)

Denied E-Mails are Cataloged & Flagged in the iCON System
E-Mail System Technology
The main e-mail server backbone is Microsoft Exchange. MS Exchange is truly the only e-mail server that allows Bridged Innovations to provide not only state-of-the-art delivery systems for our correctional facility clients - but also, the necessary foundation to provide all the investigative tools required to help investigators and insure proper use.

Built-in Protection
ICON's exchange server offers built in protective technologies to keep Bridged Innovations and its clients moving by reducing risk of viruses from outside sources and enables confidential communications between inmates and their contacts.
- Keeps communication flowing with enterprise class availability and security
- Gets more from Bridged Innovations' hardware and software through the power of x64 computing and bandwidth optimizing between the Kiosks and the main network server
- Improves administrator productivity by making it easier for Bridged Innovations to find and address issues and to automate tasks more simply
- Self-Diagnostics and automated updates
- Most importantly, the application is streamlined to allow Bridged Innovations to build a direct solution for each of its clients

Keyword Dictionary – Antigen 9.0
The software that powers the investigative tool (Keyword Dictionary) is Microsoft Antigen 9.0. As stated, investigators can choose a limitless number of keywords to have the system look out for. These e-mails are separated and filed in the investigators folder for monitoring. Antigen examines the contents of the message against the Keyword Filtering Dictionary list. Bridged Innovations will not allow attachments to be sent to inmates unless specifically requested by the facility. Should the facility request attachments to be allowed, the Antigen software will allow for virus checks of all attachments.

Antigen also allows for Bridged Innovations to set-up an Allowed Senders list for the facility. When enabled, this functionally examines the message of the sender's domain or address against the Sender allowed list. If a message is from a domain not on that list, the message will not be forwarded to the facility. This domain (IP address) check is done on the prepaid website once a message is submitted by a public user for delivery.
E-Mail Payment

Friends and Family can set up E-Mail accounts via our prepaid website or by calling our 24-hour Customer Service number. Bridged Innovations accepts many forms of payment including all major credit and debit cards, Western Union, PayPal, MoneyGram, cashier’s check, or money order. The End User will be charged for each e-mail exchange. An e-mail exchange includes the message sent to the inmate and the reply to that message from the inmate.

Inmate Messaging Reporting System

Run a report showing all messages sent between two dates.

Search for keywords inside of inmate emails.
Reviewing, Approving, and Denying and E-Mail

Review, approve, or deny a message prior to being delivered.
Inmate Telephones

Bridged Innovations will add and/or subtract any number of inmate phones the police department requests at no additional cost.

For the Inglewood PD's inmate telephones, Bridged Innovations intends to replace the eight (8) existing inmate telephones for this project. Typically, each telephone is constructed of 14-guage stainless steel, is tamper-free, comes with built in volume control, is hearing aid compatible, has an anti-static receiver, and is designed to withstand harsh penitentiary environments. The inmate telephones are line powered and require no electrical outlets in the cell block. One (1) set of visitation phones will also be installed as part of this project.

These phones will be securely mounted to the wall and require a designated security screw tool to access the interior. All phones are rated to withstand over 1,500 pounds of pressure and compatible with most standard mountings. Our installation team will ensure that all telephones in the facility will be accessible by disabled inmates and are fully compliant with ADA standards. Our implementation team will also post calling instructions next to the inmate telephones and in the card window on each phone. In addition to the signs and cards, ICON's automated operator will provide clear and concise dialing instructions to the inmate on every call.

Technical Specifications
- 20mA minimum to 80mA maximum line power
- Meets FCC Parts 68 and Bellcore TR-TSY-00450
- Relative Humidity 0% to 95% condensing
- Operating Temperature -40 to 140 degrees Fahrenheit
- Hearing Aid compatible. Meets EIA-RS-504

Ordering Options
- CT-1010
- SS = Stainless Steel
- BL = Blue Powdercoat Painted Steel
- BK = Black Powdercoat Painted Steel
- VCD = Volume Control Dial
- CF = Cord Free
The Bridge Communication Device (Optional)

If requested Bridged Innovations is may furnish the Inglewood PD facility up to two secure wall-mounted Bridge Communication Devices (BCD’s). These BCD’s will provide inmates with a greater accessibility to additional communication services like voicemail, video visitation, video messages and email, and extra inmate services like a Inglewood PD Law Library, Commissary Interface, Inmate Information System, and Kite requests.

The BCD is a wall-mounted, 10-inch touch screen communication device for inmate use. The Bridge delivers all of Bridged Innovations’ communication services and more on a single device. Inmates can use the Bridge Communication Device to place telephone calls, conduct video visits, and send and receive emails, voicemails, and video messages. In addition, the Bridge offers the potential for valuable improvements in the efficiency of correctional facility operations, such as the automation of forms, commissary ordering, and providing inmates easy access to Inglewood PD information.

The Bridge is capable of completely replacing traditional inmate communication equipment and hardware. The BCD’s easily replaces the existing telephones by mounting directly to the exiting phone mount and using the existing cabling, leading to a smoother implementation. Plus, it can act just like a traditional inmate telephone, allowing inmates to place calls just as they normally would, and it takes up less wall space than a traditional video visitation kiosk. When considering all that the Bridge is
capable of, it is undeniable that this state-of-the-art device delivers outstanding benefits and value for any correctional facility.

The BCD has a spectacular HD screen with vivid color and an impressive 16:9 aspect ratio that’s primed for video visits and video messages, purchases, and inmate services. The Bridge Communication Device also features consistently smooth performance, an HD front facing camera for high quality video visits, and a responsive touch screen which are rarities among inmate devices.

Bridged Innovations also has a distinct advantage over other vendors because iCON is the only inmate communications system that can offer a single, completely integrated inmate telephone, video visitation, and messaging system. While our competitors offer multiple disconnect systems that will require separate logins for telephones, video visitation, and messaging, Bridged Innovations can provide one single system with data from both inmate phone calls, video visits and messaging.

TTY/TDD Units (Optional)
If requested Bridged Innovations will provide the facility with one highly secure portable TTY/TDD units at the designated site for deaf inmates to place calls. All handicapped accessible and TTY/TDD telephone units will meet American with Disabilities Act (ADA) standards. Bridged Innovations will add TTY/TDD phones as needed throughout the contract period. The keypad includes a stainless-steel keyboard template, keyboard keys, and LCD display. Special security screws and fasteners are utilized to guard against any tampering.

Standard features of this TTY/TDD phone include:
- 32k memory
- Turbo Code® and Auto IDTM
- E-Turbo for simplified relay calling
- Direct connect to Inmate Telephone
- Built-in ring flasher
- Auto-Answer (with programmable message)
- Auto-busy redial, Wait for Response, and 3-way calling
- Remote message retrieval
- User-programmable Relay Voice Announcer
- Keyboard dialing, follow-on dialing, tone or pulse dial
- Memory dialing/redial
Stainless steel keyboard built specifically for the correctional environment
Keyboard remains protected by metal drawer until a TTY call is placed
GA/SK and arrow keys
Maximum protection against vandalism

Bridged Innovations' TTY/TDD service includes an advanced feature that will allow the facility to provide TTY/TDD service to selected inmates while providing security that unauthorized users cannot access the Call Relay Service. Hearing impaired inmates will be identified through the iCON portal as hearing impaired and TTY/TDD phone eligible in the Inmate Registry. This is available as an "inmate" level configuration in the Registry; starting at the main screen by clicking on the "Inmate" tab, then selecting the "Inmate List," then selecting the appropriate inmate name, and then checking the "TTY" box:

By checking the "TTY" box on an inmate's profile, the jail can allow access to TTY/TDD services only to selected Inmates.

Portable Phone Carts
Mobile inmate telephone carts are also available. Our implementation team will install the inmate telephones on this portable mobile cart giving the police department the ability to transport inmate telephones to inmate cells or other locations as needed.

Technical Specifications
- 4 Wheel Phone Cart
- Body: High Security, 14 Gauge Steel
- Size: Post - 51 3/4"H x 10" W x 6" D
- Foot - 6" H x 24" W x 15" D
- Paint: Scratch Resistant Black Powder Coat
- Weight: 65 lbs.
- Large Cleats in Rear of the Cart
- Extra Telephone Line Storage
ADA Compliance

Bridged Innovations’ implementation of inmate telephone service will ensure complete compliance with all ADA and Title 24 Requirements. Our installation team is well versed in all aspects of the American Disabilities Act specifically Appendix A to Part 1191 that directly deals with public access telephones. We will ensure that each housing unit has at least one inmate telephone installed at a height no more than 54 inches from the floor and is accessible and compliant to the ADA. Please refer to the following diagram of required access.

![Diagram showing clear floor space and side reach limits for ADA compliance.]

Electrical Requirements

The proposed inmate telephones are line powered and require no electrical outlets in the cell block. In addition to the described inmate telephones, all other equipment installed at the police department will fit on a Half Height Wall Mount 2 Post Rack (or smaller depending on requirements), since Bridged Innovations only installs minimal equipment on-site at each police department. As a result of our centralized system, the electrical, environmental, and temperature requirements are nominal. Network equipment includes a UPS (Battery Backup), internet router, data switch, ATA(s) for connection to our system, and punch-down blocks for the connections of the phones. We do not install servers on-site, as they are all centrally located in our secure Data Centers.
RFP-0186

PROPOSER CHECKLIST

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed? ✓

2. PROPOSAL:
   a. Have you responded to the proposed scope of work? ✓
   b. Is the proposal properly signed and dated? ✓
   c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal? ✓
   d. Have you submitted all requirements per this Request for Proposal? ✓

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Proposer? ✓
   b. Have you completed the Extension of Contract to other Public Agencies? ✓
   c. Have you completed and signed the Non-Collusion Declaration? ✓
   d. Have you examined and understand the requirements and forms to be furnished on the project? ✓

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate? ✓

5. PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS
   a. Are you registered with the Department of Industrial Relations (DIR)?
   b. Are you subcontractors registered with DIR? ✓
   c. Are you aware that registration with DIR is required with the bid and a condition of project award?
   d. Are you aware that the project is subject to compliance monitoring and enforcement by the DIR? ✓
REQUEST FOR PROPOSALS

DECLARATION OF THE PROPOSER

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: ________________________________
Signature: ____________________________

Printed Name: Rafael Quinto
Position/Title: CDO
Date of Execution: 1/31/23

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REQUEST FOR PROPOSALS

EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor’s response as requested below will in no way affect the City of Inglewood’s consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes ________ No ________  ✓ Length of time ______________ Days/Months

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REQUEST FOR PROPOSALS
RFP-0186

NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

I am the CIO of Bridge Innovations, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

Inmate Telephone Services

__________________________________________

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _______/____/____ [date], at [city], [state].

__________________________________________

Signature of Officer or Authorized Agent
# W-9 Request for Taxpayer Identification Number and Certification

**Form W-9 (Rev. 10-2018)**

Department of the Treasury
Internal Revenue Service

**Give Form to the Requester. Do not send to the IRS.**

1. **Name** (as shown on your income tax return). Name is required on this line; do not leave this line blank.

   Bridged Innovations Inc

2. **Business name/disregarded entity name, if different from above**

3. **Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.**

   - [ ] Individual/sole proprietor or single-member LLC
   - [X] C Corporation
   - [ ] S Corporation
   - [ ] Partnership
   - [ ] Trust/estate
   - [ ] Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=Partnership)

   **Note:** Check the appropriate box in the line above for the federal tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. **Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):**

   - [ ] Exempt payee code (if any)
   - [ ] Exemption from FATCA reporting code (if any)

   **(Applies to accounts maintained outside the U.S.)**

5. **Address (number, street, and apt. or suite no.) See Instructions.**

   14020 Donaldale Street

   La Puente, CA 91746

6. **City, state, and ZIP code**

   La Puente, CA 91746

7. **List account number(s) here (optional).**

   Requester's name and address (optional)

---

### Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN**, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see **What Name and Number To Give the Requester** for guidelines on whose number to enter.

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**Or**

<table>
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<th>Employer identification number</th>
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### Part II  Certification

**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

---

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your Social Security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- **Form 1099-INT (Interest earned or paid)**
- **Form 1099-DIV (dividends, including those from stocks or mutual funds)**
- **Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)**
- **Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)**
- **Form 1099-S (proceeds from real estate transactions)**
- **Form 1099-K (merchant card and third party network transactions)**
- **Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)**
- **Form 1099-C (canceled debt)**
- **Form 1099-A (acquisition or abandonment of secured property)**

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

---

**Sign Here**

<table>
<thead>
<tr>
<th>Signature of U.S. person</th>
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**Date** 3/21/23
ATTACHMENT NO. 3
CITY OF INGLEWOOD, CALIFORNIA

REQUEST FOR PROPOSAL
RFP–0186

INMATE TELEPHONE SERVICE

PROPOSALS DUE: FEBRUARY 2, 2023 AT 12:00 P.M.

AT THE PURCHASING AND CONTRACT SERVICES DIVISION
LOCATED ON THE 8TH FLOOR OF INGLEWOOD CITY HALL
ONE MANCHESTER BLVD.
INGLEWOOD, CA 90301

Contact Person During Bid Period:
Rocio Nunez, Procurement & Contracts Coordinator

(310) 412-5266
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REQUEST FOR PROPOSAL
CITY OF INGLEWOOD
INVITATION TO SUBMIT PROPOSAL NO. 0186

The City of Inglewood invites and will receive proposals duly filed herein for qualified "Inmate Telephone Service," as specified in this document.

Each proposal shall be submitted and completed in all particulars and must be enclosed in a sealed package addressed to the City of Inglewood, Purchasing and Contract Services Division 8th floor, One Manchester Blvd., Inglewood, CA 90301, with the designation of the project, "Inmate Telephone Service" appearing thereon.

Proposals will be opened in public on February 2, 2023 at 12:00 p.m. in the Purchasing and Contract Services Division and will be announced then and there to all persons present. Specifications and other proposal documents for the above service are on the City’s PlanetBids portal.

The City reserves the right to waive any irregularity within any proposal, and to take proposals under advisement for a period of ninety (90) calendar days from and after the date proposals are opened and announced.

The following conditions and terms apply:

1) The City Council reserves the right to reject any or all proposals.
2) Attached are detailed specifications and conditions for proposal submission.
3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.
5) Proposals may be obtained from the Purchasing and Contract Services Division located on the 8th floor of City Hall, or call (310) 412-5266.
6) All proposals with pricing must be for specific amounts. Any attempt to qualify prices with an 'escalation clause' or any other method of making a price variable, is unacceptable. Proposal shall be valid for ninety (90) calendar days from and after the date proposals are opened and announced.
7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.
8) All request for proposal documents can please be located on the City of Inglewood’s Planet Bids Portal. https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

Sharon Koike, Assistant Finance Director

Date: 12/13/2022
QUESTIONS CONCERNING PROPOSAL REQUIREMENTS

All questions and issues related to proposal requirements or information expected for each statement package should be made on City’s Planet Bids portal:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

The City of Inglewood will only communicate with one person per proposal. It is the responsibility of the Proposer to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to instructions to this RFP will be done through written addendum and posted on the City’s Planet Bids portal.

NO QUESTIONS WILL BE RECEIVED OR RESPONDED TO AFTER JANUARY 5, 2023 AT 11:00 A.M.

SUBMISSION OF PROPOSAL

Written responses to the RFP must be prepared as specified in this proposal. Respondents should follow the Proposer Checklist on page 22 to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

- One (1) original unbound, (3) three copies and (1) electronic file on a USB drive for Inmate Telephone Service. ATTN: Rocio Nunez, received on or before, but no later than February 2, 2023 at 12:00 p.m. at the Purchasing and Contract Services Division. Any responses received after the specified date and time will not be considered by the City.

- Original responses and package copy shall be enclosed in a sealed package with the name and address of the respondent in the upper left-hand corner and marked “Inmate Telephone Service.”

- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:

  Rocio Nunez  
  8th Floor Purchasing and Contract Services Division  
  City of Inglewood  
  One Manchester Blvd.  
  Inglewood, CA 90301  

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the proposer whose proposal is most beneficial to the needs of the City. Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal.
SCOPE OF SERVICES

INMATE TELEPHONE SERVICE

SECTION 1. INTRODUCTION

The Police Department’s jail facility is a Type – 1 facility that is capable of housing prisoners for up to 96 hours. As a Type – 1 facility the Department is required by the California Board of Corrections to follow an extensive list of rules and regulations in order to maintain operational status. One of these requirements is an accessible phone service for prisoner use.

SECTION 2. BACKGROUND

The Department’s Jail facilities currently has eight (8) phones with approximately 150-200 calls made on a monthly basis. The selected phone service must provide dependable collect-call telephone service; ensure usage is appropriately restricted and monitored; keep administration to a minimum. Fair rates to inmates and their families are an important part of the phone system. Charges for calls shall not exceed California Public Service Commission Tariffs and Schedules. In addition, the telephone system can be used in conjunction with the Department’s Jail Management System to identify and recover potential evidence, log telephone calls made by prisoners, and document that staff has satisfied legal requirements in providing telephone calls to prisoners at the time of booking.

SECTION 2. SCOPE OF WORK

The selected phone service must provide dependable collect-call telephone service; ensure usage is appropriately restricted and monitored; keep administration to a minimum; and ensure the rates for calls billed to the responsible party are reasonable and accurate. In addition, the telephone system can be used in conjunction with the Department’s Jail Management System to identify and recover potential evidence, log telephone calls made by prisoners, and document that staff has satisfied legal requirements in providing telephone calls to prisoners at the time of booking. The facility is in need of eight (8) detention style inmate phones and one (1) telephone visitation system.

There are no voicemail requirements for inmate phone system apart from the ability of any technology offered to meet the City’s requirements for investigative purposes.

The Inglewood Police Department desires systems that will be easily operated by designated employees (the system administrators), can be remotely controlled, and for which technical support will be available twenty-four (24) hours per day, seven (7) days per week.

It is the intent of the City that the phone system will be installed and maintained at no cost to the City. Subject to FCC regulations or guidelines and any other applicable laws, vendors are permitted to establish their own fee schedule and rate structure, providing the Inmate Welfare Fund with a specified commission rate of total revenue. The Awarded Vendor will design, engineer, supply and install the necessary equipment for this purpose at no cost to the City.
The jail currently operates a telephone system with hardware installed in the facility. It is the intent of the City that the Awarded Vendor will completely remove and replace the current equipment with the latest telephone available at no cost to the City.

SECTION 3. TECHNICAL SPECIFICATIONS

3.1 Design, Engineer, Supply, Install, implement and maintain the equipment necessary to provide detention-style inmate telephone including:

3.1.1 Removal and Disposal of old phone equipment.
3.1.2 8 Detention-style inmate phones with speakerphone capability.
3.1.3 1 Telephone visitation system with the capability to limit time to 15 minutes.
3.1.4 Visitation station should be integrated with inmate phone system and maintenance visitation recordings as long as possible or provide ability to store recordings.
3.1.5 Phone system locations where there is current inmate phone service.
3.1.6 Processing calls on a selective multi-lingual basis is required. Language of English and Spanish required.
3.1.7 The bidder must provide standard hardware and software enhancements or upgrades at no cost during the term of this contract, to include maintaining telephone recordings for the length of the contract.
3.1.8 Provide information on how the phone system operates when inmate's call is to a cellular phone and if there is credit card access for the person paying.
3.1.9 The capability for each phone to handle local and long-distance service.
3.1.10 All internal wiring and supporting equipment phone systems.

3.1.10.1 Communicate and coordinate changes to communications Infrastructure through the City's Telecommunication Division to reduce damage or interference with the existing system.
3.1.10.2 If damage or interference with existing City infrastructure occurs, the vendor will remedy the issues with an applicable approved vendor selected by the City.
3.1.10.3 Communicate and coordinate changes to service through the City's Telecommunications Division to reduce damage or interference with existing services delivered to the City.
3.1.10.4 Vendor will allow the City to inspect and audit equipment to confirm the phone system operates independently from any City infrastructure.
3.1.11 The capability to control access to and use of the phone system through a remote computer workstation.

3.1.12 Desirable high-speed broadband internet service, capable of handling multiple calls simultaneously for up to eight (8) phone systems.

3.1.10.1 Vendor to supply the phone and broadband service.

3.1.10.2 The proposed system shall have no access to the City’s network.

3.1.13 A timing limit mechanism to limit phones to a number of minutes as specified by the IPD.

3.1.14 Vendor-supplied website for authorized IPD employees to access the phone system.

3.1.15 Vendor-supplied administrative website for IPD administrators granting and controlling user level access.

3.1.15.1 Ability to monitor phone in real-time and record

3.1.15.2 Provide a sufficient number of uninterruptible power supply (UPS) systems that also have sure protection capable of supporting all components including recording devices for a minimum of fifteen (15) minutes.

3.1.15.3 A mechanism for authorized IPD employees to have the ability to download the phone files of the phone system to their local workstations.

3.1.15.4 Provide a comprehensive training program at no cost to the City for up to 25 people and more upon request, and others involved in the administration/operation of the program.

3.1.15.5 Training shall be per person, with follow-up training when needed due to employee turnover.

3.1.15.6 Training shall include, but not be limited to:

   a) System description and features

   b) Basic troubleshooting skills

   c) Familiarization with the software used for the system

3.2.1 Provide expert witnesses as needed for testifying in court and/or depositions regarding the technical operation and accuracy of the system.

3.2.2 Provide evidence, system maintenance logs, records, and any related information as required by a court.
3.2.3 Provide a secured facility where all recorded information is to be stored, backed up, and available for retrieval as needed.

3.2.4 Provide names and contact information for engineers who will be available by phone 24-hours per day, seven days per week to respond to the system problems that may arise.

3.2.5 Provide Payment to the IPD Inmate Telephone Commissions Fund at a commission rate of total revenue specified by the vendor in the bid section of this RFP.

4.6.1 Commission to the IPD Inmate Telephone Commissions Fund be paid monthly.

4.6.2 Checks for Service charges to be mailed to:

Inglewood Police Department
Inmate Telephone Commissions Fund
1 W. Manchester Blvd
Inglewood, CA 90301

3.2.6 Provide a detailed description of the proposed rate structure and all fees.

**Warranty/ Maintenance and Service**

Please specify in detail the following:

3.3 The length and terms of the warranty/maintenance and service provided with each piece of equipment and/or software to be installed

3.3.1 Vendors shall specify if subcontractors will perform warranty/maintenance, or service locations where warranty/maintenance/service will be performed, along with contact names (s) and phone number (s)

3.3.2 Specify service response time when a service technician will be on-site

3.3.4 Specify additional charges, if any, for quicker response time

3.3.5 Detail how major component failure will be handled to ensure no or minimal loss of service

**Company Background and References**

3.4 Primary Contractor Information

Contractor must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state contractor must register with the State of California Secretary of State before a contract can be executed (http://www.sos.ca.gov/business/).
• Location of the company offices
• Location of the office servicing any California account(s)
• Number of employees both locally and nationally. Specify the number of full-time and part-time employees residing in Inglewood.
• Location(s) from which employees will be assigned
• Name, address, and telephone number of the Contractor’s point of contact for a contract resulting from this RFP
• Company background/history and why contractor is qualified to provide the services described in this RFP
• Length of time contractor has been providing services described in this RFP to the Public and/or private sector. Please provide a brief description
• Resume for key staff to be responsible for performance of any contract resulting from this RFP

The level and term of the documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from the other sources, is insufficient to satisfy the City as to the proposer’s contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City’s determination of the proposer’s responsibility, for the purposes of this RFP, shall be final.

3.5 Subcontractor information

3.5.1 Does this proposal include the use of subcontractors?

Yes______ No______ Initials______

If yes, the Contractor must:

3.5.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services

3.5.1.2 Provide the same information for any subcontractors as is indicated in section 6.1 for the contractor as the primary contractor.

3.5.1.3 References as specified in Section 6.3 below must also be provided for any proposal subcontractors
3.5.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

3.5.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

3.6 References

The contractor should provide a minimum of three (3) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name
- Project Description
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP; and
- Client project manager name and telephone number.

SECTION 4. EVALUATION CRITERIA AND SELECTION PROCESS

4.1 Proposals shall be consistently evaluated based upon the following criteria:

4.1.1 Demonstrated competence

4.1.2 Experience in performance of comparable engagements;

4.1.3 Expertise and availability of key personnel;

4.1.4 Conformance with the terms of this RFP; and

4.1.5 Reasonableness of cost

4.2 Proposals shall be kept confidential until a contract has been awarded.

4.3 The City may also contact the references provided in the response to section 6.3; contact any contractor to clarify any response; contact any current users of a Contractor’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest-priced proposal but shall make an award in the best interest of the City of Inglewood.

4.4 The City reserves the right to request clarification of any proposal term from prospective contractors.
4.5 Selected contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing contractors unless and until an agreement is reached. Of the contract negotiations cannot be concluded successfully, the City reserves the right to negotiate with another contractor or withdraw RFP.

4.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council/ City Manager, as applicable.

SECTION 5. TIMELINE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release date of RFP</td>
<td>12/15/2022</td>
</tr>
<tr>
<td>Deadline for submitting questions</td>
<td>01/05/2023</td>
</tr>
<tr>
<td>Answers to all questions</td>
<td>01/19/2023</td>
</tr>
<tr>
<td>Deadline for submission of proposal</td>
<td>02/02/2023</td>
</tr>
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</table>
RFP-0186

GENERAL PROVISIONS

The City of Inglewood, California, hereby extends an invitation to submit a proposal, in accordance with this Request for Proposal (RFP), to provide labor and or and materials for the designated service. Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request. There are no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the proposer at the City’s option.

SECTION 1. PRICES

The proposal shall state the total cost for the service as specified in this document. Hourly rates are firm and fixed for the duration of this agreement.

SECTION 2. PAYMENT TERMS

Standard payment shall be made by City check.

SECTION 3. INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

SECTION 4. SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your proposal/price quote the City of Inglewood sales tax rate of 10%. If a proposer fails to include the City’s sales tax rate in their bid, the City will add the 10% amount to the proposal for evaluation purposes.

SECTION 5. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:
A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $2,000,000 per accident for bodily injury and property damage.

C. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

D. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage**
For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,
officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage
The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

SECTION 6. INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the City and its officers, officials, agents employees, and volunteers (collectively “Indemnities”) from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of work described herein, caused in whole or in part by any negligent act or omission of the vendor’s subcontractor or anyone directly or indirectly employed by any of them or anyone for whose act they may be liable, except where caused by the active, sole negligence, or willful misconduct of the Indemnities.
If any action or proceeding is brought against Indemnities by reason of any act of the matters against which vendor has agreed to indemnify Indemnities as provided above, vendors, upon notice from City, shall defend Indemnities at vendor’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld.

SECTION 7. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified in the specifications or on the plans by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other manufacturers and vendors which will perform adequately in the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the City of equal substance and function. Said materials, articles or equipment shall not be purchased or installed by the Contractor without the City's written approval.

SECTION 8. NON-DISCRIMINATION

California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc. No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

SECTION 9. PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS

This is a public works project subject to the requirements of California Labor Code section 1720 et seq. and Inglewood Ordinance No. 15-05, requiring the payment of prevailing wages, training of apprentices and compliance with other applicable requirements of the Labor Code. Prevailing wages apply to all projects over $1,000, which are defined as a "public work" in the Labor Code.

Contractors are reminded that the Labor Code requires a public works contract awarded by the City to contain language effectuating certain sections of the Code, including 1775, 1776, 1775.5, 1810, 1813, and 1860. Furthermore, any contract between a contractor and its subcontractors for the performance of work on a public works project shall include a copy of the provisions of Labor Code sections 1771, 1775, 1776, 1775.5, 1813 and 1815.

Below is a summary of these requirements.

Prevailing Wage
Pursuant to Labor Code section 1773.2, the general prevailing rate of per diem wages for this project are on file in the City Clerk’s Office and will be made available to any interested party upon request. Contractor shall post a copy of applicable prevailing wage determination at each job site.

The Contractor who is awarded a public works contract, and any subcontractor under the Contractor, shall pay not less than the specified prevailing rate of wages. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found on the Department of Industrial Relations website (www.dir.ca.gov).

**Certified Payroll Records**

Contractor and their subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations. The payroll records shall include the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Certified payroll records must be available for inspection at reasonable hours at the principal office of the Contractor with any personal identifying information redacted as required by law.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the Contractor agrees to present to the City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request.

**Apprentices**

Pursuant to Labor Code section 1777.5(e), "Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works."

Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wage for the classification of work performed. These apprentice requirements apply to any contract worth $30,000 or more. It is the prime Contractor's responsibility to comply with all of the requirements contained in section 1777.5 and any contract for public works awarded to a prime contractor shall include language effectuating this section.

**Work Day**

Pursuant to Labor Code section 1810, 8 hours of labor constitutes a legal day's work and 40 hours of labor constitute a legal week's work. Contractor and its subcontractors shall not permit any of their workers to perform more than 8 hours of work during any one calendar day or more than 40
hours of work during any one week, unless overtime is paid in accordance with Labor Code section 1815.

Contractor and each Subcontractor shall keep accurate records showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with this public works project. These records shall be kept open at all reasonable hours for inspection by the City and the Division of Labor Standards Enforcement.

Workers' Compensation

In accordance with the provisions of Labor Code section 3700, every Contractor will be required to secure the payment of compensation to his or her employees. Each Contractor to whom a public works contract is awarded shall sign and file with the City the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract."

Penalties

Penalties, including forfeitures and debarment, shall be imposed for any contractor or Subcontractor's failure to pay prevailing wages, failure to maintain and timely submit accurate certified payroll records upon request, failure to employ apprentices, and failure to pay employees for all hours worked at the correct prevailing wage, in accordance with Labor Code sections 1775, 1776, 1777.7 and 1813.

NOTICE OF REQUIREMENT TO REGISTER TO SUBMIT BID OR PERFORM WORK ON PUBLIC WORK PROJECT PURSUANT TO LABOR CODE SECTION 1771.1

Pursuant to Labor Code section 1771.1, a contractor or subcontract may not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to section 1725.5. Section 1725.5 does not apply to work performed on a public works project of $25,000 or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of $15,000 or less when the project is for maintenance.

Unless otherwise exempt by state law, a bid shall not be accepted nor any contract or subcontract entered into without proof of the Contractor or Subcontractor's current registration to perform work pursuant to Section 1725.5 of the Labor Code.

Contractor and subcontractors who violate the requirements of Section 1771.1 shall be subject to penalties as prescribed therein. Contractor shall comply with all applicable laws prohibiting discrimination in the employment of persons and shall be subject to all punishment for any violation thereof. These prohibitions may be found in Labor Code sections 1735 and 1777.6, and Title VII of the Civil Rights Act of 1964, as amended.

Labor Code section 1735 provides that "Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the
Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all penalties imposed for a violation of this chapter."

Labor Code section 1777.6 provides that an "employer or labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code."

SECTION 10. DISADVANTAGED BUSINESS PARTICIPATION

It is the policy of the City to provide minorities, women, and local businesses with the opportunity to compete for and participate in City contracts whenever possible. The firm awarded a contract through this RFP process will be required to demonstrate its best efforts to enhance employment opportunities for minorities, women, and local businesses for subcontract opportunities.

SECTION 11. AWARD OF PROPOSAL

Award of contract will be based on the proposal that meets all of the specified requirements.

SECTION 12. EXECUTION OF AGREEMENT

A proposer to whom award is made shall furnish all services in accordance with the provisions hereof and within the time stated in the proposal. If proposer to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the proposer whose proposal is next most acceptable to the City. Such proposer shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

SECTION 13. TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

SECTION 14. RIGHT OF CITY TO WITHHOLD PAYMENT

a. Defective materials not remedied in accordance with provisions of specifications;

b. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens, whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor. Written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will
pay to the vendor, within thirty-five (35) calendar days, the amount so withheld.

SECTION 15. COST OF PROPOSAL

Each consultant submitting a proposal in response to this RFP acknowledges and agrees that the City shall have no financial responsibility for any costs incurred in the preparation of a proposal even if the RFP is cancelled. Any and all such costs shall be the sole responsibility of the consultant. Consultant further agrees that all documentation and materials submitted in response to this RFP shall remain the property of the City.

SECTION 16. NO BINDING CONTRACT

This RFP process shall in no way create a binding contract, agreement or offer of any kind between the City and proposer. If the City selects a consultant as a result of this process, legal rights and obligations shall only arise upon the execution of an agreement by all parties thereto, and such legal rights and obligations of each party shall only be those rights and obligations specifically set forth in the agreement and any other documents specifically referred to therein.

SECTION 17. CHOICE OF LAW AND VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

SECTION 18. RIGHT TO ALTER

The City reserves the right to alter or postpone this procurement and selection process in any way for its convenience at any time. It may also choose to waive any defects in any submittal, issue a new RFP, hire any Consultant it deems appropriate, or reject all submittals at its sole and absolute discretion.

SECTION 19. ADDENDUMS (REVISIONS TO THIS DOCUMENT)

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL ADDENDA WILL BE ISSUED ON THE CITY OF INGLEWOOD "BID OPPORTUNITIES (PLANET BIDS)" WEB PAGE. CLICK ON THE PROFESSIONAL AUDITING SERVICES LISTED ON THE COVER PAGE OF THIS DOCUMENT.

TO ACCESS ADDENDA USE THE FOLLOWING WEB PAGE ADDRESS:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619
There are no designated dates for release of addenda. Therefore, interested proposers should check the Purchasing “Bid Opportunities (Planet Bids)” webpage on a daily basis. Vendors with no access to the internet should call the Purchasing and Contract Services Division to inquire about any issued addendums. It is the vendor’s responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages vendors to send a signed copy of each addendum with your proposal. If no signed addendum is returned with your quotation, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the City’s Planet Bids portal.

SECTION 20. DURATION OF AGREEMENT

This agreement is for a three years with the option to extend two additional years in one year increments.
RFP-0186

PROPOSER CHECKLIST

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed?

2. PROPOSAL:
   a. Have you responded to the proposed scope of work?
   b. Is the proposal properly signed and dated?
   c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal?
   d. Have you submitted all requirements per this Request for Proposal?

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Proposer?
   b. Have you completed the Extension of Contract to other Public Agencies?
   c. Have you completed and signed the Non-Collusion Declaration?
   d. Have you examined and understand the requirements and forms to be furnished on the project?

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate?

5. PAYMENT OF PREVAILING WAGE RATES AND PAYROLL RECORDS
   a. Are you registered with the Department of Industrial Relations (DIR)
   b. Are you subcontractors registered with DIR?
   c. Are you aware that registration with DIR is required with the bid and a condition of project award?
   d. Are you aware that the project is subject to compliance monitoring and enforcement by the DIR?
REQUEST FOR PROPOSALS

DECLARATION OF THE PROPOSER

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: __________________________

Signature: __________________________

Printed Name: __________________________

Position/Title: __________________________

Date of Execution: __________________________

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REQUEST FOR PROPOSALS

EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor's response as requested below will in no way affect the City of Inglewood's consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes________ No________ Length of time ______________________ Days/Months

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK
REQUEST FOR PROPOSALS
RFP-0186

NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

I am the ______________________ of ______________________, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ______________________[date], at ______________________[city], ______________________[state].

__________________________________________________________

Signature of Officer or Authorized Agent
REQUEST FOR PROPOSALS
RFP-0186
NO PROPOSAL FORM

TO ALL PROPOSERS:

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN IMMEDIATELY TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

___ THE FIRM BELOW CANNOT PROVIDE THE SERVICES AS SPECIFIED,

PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

______________________________________________

___ THE FIRM BELOW CANNOT SUBMIT A PROPOSAL AT THIS TIME BECAUSE

OF THE FOLLOWING: ________________________________

______________________________________________

___ THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF
INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME

RFP NUMBER: _______________

Name of Firm: ____________________________________

Address: _________________________________________

Phone: ___________________________________________

Name of Individual: ________________________________

Signature: ________________________________________
EXHIBIT A

Phone Map