



July 15, 2022

VIA EMAIL

Troxell Communications, Inc.
3721 New Macland Rd. Suite 200-236
Powder Springs, GA 30127
ATTN: Michael Fabro, VP of Finance

Reference: Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment

Dear Mr. Fabro:

As a result of the excellent service provided by Troxell Communications, Inc. Discount – Career Technical & Agricultural Materials, Supplies and Equipment for one (1) year on the same terms, conditions and pricing as stated in the bid. The purpose of this letter is to obtain Troxell Communications, Inc.’s acceptance of DCSD’s offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment.

The renewal is subject to the DeKalb County Board of Education’s (“Board”) approval and will be effective from January 13, 2023 through January 12, 2024. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Troxell Communications Inc.’s consideration of this offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment.

As outlined in the bid specifications, you are required to send three (3) published catalogs, CD or website identification to the Facilities Maintenance Department. Your catalog(s) must be addressed as follows:

ATTENTION: **DeKalb County School District – Career Technology & Agricultural Education Department**
1701 Mountain Industrial Blvd, Stone Mountain, GA 30083

If you provide paper catalogs, each catalog must have a brightly colored 3” x 5” (or larger) label affixed to the outside front cover. Your front cover label must adhere to the following format:

<p style="text-align: center;">DeKalb County School District Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment <u>1-70</u> % DISCOUNT</p> <p style="text-align: center;">Valid through January 12, 2024 only. Quotation Number <u>20-519</u></p> <p>Exclusions Are: <u>N/A</u></p> <hr/> <hr/> <p>Company Name <u>Bluum USA, Inc.</u> Company Address <u>3721 New Macland Rd, Ste 200, PMB 326, Powder Springs, GA 30127</u> Company Representative <u>Tina Smoak, Account Executive</u> E-Mail <u>Tina.Smoak@bluum.com</u> Company Webpage URL <u>https://customer.bluum.com/products.htm</u></p>
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Your label must be submitted via email to phyllis_d_jones@dekalbschoolsga.org for approval prior to catalog mailing.

If accepted, please submit a copy of your company's proof of insurance reflecting the coverage(s) stated within the original solicitation document, sign the acceptance below and email both documents to phyllis_d_jones@dekalbschoolsga.org no later than Friday, July 22, 2022. Insurance policy or policies must be maintained throughout the term of this agreement. A copy of the insurance requirements is included. Feel free to also fax the acceptance and your proof of insurance to Ms. Jones at 678-676-0170.

Best regards,

Carla L. Smith

Carla L. Smith
Executive Director, Vendor Services

Enclosure: 1 – Insurance Requirements

c: Dr. Paul Cammick
CLS/lw

ACKNOWLEDGMENT

Troxell Communications, Inc. hereby accepts DeKalb County School District's offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment at the same prices, terms and conditions as the original award, until January 12, 2024. Troxell Communications, Inc. understands that this acceptance is subject to the approval of the DeKalb County Board of Education.



Authorized Signatory

Michael Fabio

Name (Typed or Printed)

7-19-2022

Date

VP of Finance

Title of Authorized Signatory



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED Troxell Communications, Inc.	
POLICY NUMBER See Certificate Numbe 570094577433			
CARRIER See Certificate Numbe 570094577433	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured

Named Insureds includes:

- Bluum USA, Inc. (formerly Troxell Communications, Inc.)
- Bluum Integration, LLC (formerly Integrated AV Systems LLC)
- Bluum Holdco, Inc. (formerly TXL Holding Corporation)
- Bluum LifeSpan, Inc. (formerly Lifespan International, Inc.)
- Bluum of Minnesota, LLC (formerly Tierney Brothers, LLC)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non-contributory	N.	Damage to Premises Rented To You
D.	Additional Insured – Vendors	O.	Medical Payments
E.	Additional Insured – Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. ADDITIONAL INSURED - VENDORS

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

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

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

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

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in "your products" made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

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

E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

F. AGGREGATE LIMIT PER LOCATION

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

2. Under **Section V - Definitions**, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

G. AMATEUR ATHLETIC PARTICIPANTS

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

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:
 - a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - a. A co-participant, your "employee" or "volunteer worker"; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

H. BODILY INJURY

Under **Section V - Definitions**, the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

I. BROADENED NAMED INSURED

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

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:
 - a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
 - b. The exclusions for:
 - (1) Property loaned to you;
 - (2) Personal property in the care, custody or control of the insured; and
 - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.
2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".
3. Under **Section V - Definitions**, the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

 - a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

K. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
- a. Notify us of an "occurrence" offense, claim or "suit"; and
 - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

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

N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph 5. above, the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations;
is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.
4. Subparagraph **b.(1)(a)(ii)** of Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
 - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;
5. Subparagraph a. of Definition 9. "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:
 - 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, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

O. MEDICAL PAYMENTS

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph 1., **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

P. NON-OWNED AIRCRAFT

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item 2., **Exclusions**, item g., **Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
 - a. Hired, chartered or loaned with a paid crew; and
 - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

Q. NON-OWNED WATERCRAFT

1. Under **Section II - Who Is Insured**, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. 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.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

S. SUPPLEMENTARY PAYMENTS

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

T. UNINTENTIONAL OMISSION

Under **Section IV - Commercial General Liability Conditions**, paragraph **6., Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

U. WAIVER OF SUBROGATION - BLANKET

Under **Section IV - Commercial General Liability Conditions**, paragraph **8., Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.