

CONTRACT AGREEMENT
Calexico Unified School District

On behalf of IMPERIAL COUNTY SCHOOL FOOD SERVICE COOPERATIVE
(RFP # 2017-01, Food and Paper Products)

THIS CONTRACT AGREEMENT (this “Contract”), made and entered into this 1st day of **July, 2017**, by and between **Calexico Unified School District** (the “District”) on behalf of *the member agencies in the Imperial County School Food Service Cooperative* (the “Co-Op”) and
School Lunch Products, Inc.

Distributor/Contractor Name, hereinafter referred as “Distributor”

RECITALS

- A. The Calexico Unified School District is the lead agency for the member districts of the Imperial County School Food Service Cooperative (the “Co-Op”). The Co-Op has granted the District the authority to solicit and award proposals for products and services.
- B. On behalf of the Co-Op, the District has solicited proposals for the provision of Food and Paper Products Distribution via a Request for Proposal Number 2017-01 (the “RFP”), whereby the Co-Op may agree to purchase specified products for the member district’s/agency’s use from the successful proposer.
- C. Distributor is the successful proposer under such solicitation, and the Co-Op and Distributor hereby desire to set forth this agreement with respect to the sale to the Co-Op members, and the purchase from Distributor, of Products on the terms and conditions hereinafter set forth.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

TERM OF AGREEMENT

The term of this agreement will be from July 1, 2017 through June 30, 2018.

CONTRACT RENEWALS

This contract is deemed to be a CONTRACT FOR PRODUCTS AND SERVICES under the California Education Code Article 3, Section 17596. If mutually agreeable, the Co-Op reserves the right to renew the contract for two (2) additional one-year periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the Co-Op. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The percentage markup and the landed costs may be “subject to adjustment” at the beginning of each annual contract period.

It is expressly understood that the contract rate increases are not automatic or guaranteed. The Distributor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The Co-Op reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturer's and/or processors landed costs to the Distributor are out of the control of the Distributor. Those price adjustments may be accepted or rejected by the Co-Op. Increases in the percentage markup price(s) in this RFP may not exceed the increase in the Consumer Price Index Urban pertaining to the Imperial Valley region or price increases verified by labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates.

AMENDMENTS

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner except by written agreement signed by the parties.

TERMINATION WITH CAUSE

Failure on the part of the successful Distributor to meet contract requirements shall be cause for cancellation.

Members in the Co-Op reserve the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Distributor upon annual review of, performance of service and/or provision of quality products.

The member agencies shall hold the successful Distributor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Distributor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the member district(s) may purchase the items herein specified elsewhere, without notice to the successful Distributor. Additional costs accrued by the member agencies through this purchase may be deducted from unpaid invoices or must be paid to the agencies by the successful Distributor. Prices paid by the agencies shall be considered the prevailing market prices at the time such purchase is made.

TERMINATION WITHOUT CAUSE

This contract may be terminated by either party upon giving thirty (30) days advance written notice of an intention to terminate. If termination is without cause, the Co-Op will pay the Distributor for services completed up to the termination date.

PRICING/LIST OF AWARDED ITEMS

The pricing proposed must remain in effect for the term of the contract. The proposed pricing methodology will also be applied to any new products requested. List of awarded items and price list as submitted is hereto attached as **Attachment "A"**.

PRICE ADJUSTMENTS

The successful Distributor shall be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than 180 calendar days from the date of RFP award, including thirty (30) calendar day advance written notice. Any change to the price shall be subject to mutual agreement by both parties.

In the event of a decline in price, the successful Distributor is to give the Co-Op the immediate advantage of such a decrease and inform the Co-Op of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

FUEL SURCHARGES

Absolutely **no fuel surcharges** will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract. The member agencies in the Co-Op shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

SEVERABILITY

If any provision of this contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

VEHICLE DELIVERY CONDITIONS

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower.

Additionally, products will be delivered free of infestation including but not limited to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

PRODUCT QUALITY CONTROL

The Co-Op reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the Co-Op to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Los Angeles or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Distributor shall also follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy)

INFERIOR PRODUCT

The Distributor agrees to permit inspection of the delivered items by a representative of the Co-Op with the right of rejection of inferior merchandise. The Co-Op's decision shall be final.

PACKAGING

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the Co-Op for product or freight.

APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Distributors offering product and/or products ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased.

ALL PROCESSED FOODS SHOULD NOT CONTAIN ANY ARTIFICIAL TRANS FAT.

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Distributor shall notify the Co-Op whenever there is a product/ingredient change in any item provided to the Co-Op. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Co-Op member agency's Food Services Department.

DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS

Any and all products delivered during the period covered by this proposal shall be only the exact manufacturer's products and code numbers as requested by the Co-Op unless prior approval has been received to deliver alternate products. The Co-Op will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the Co-Op shall be notified at least 5 days in advance.

And the Co-Op shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Co-Op. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product.

The Distributor must provide the specified product or an acceptable substitute, as determined by the Co-Op. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the Co-Op for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the Co-Op.

RIGHT TO AUDIT

The Distributor shall submit to third party audits and/or inspections initiated by the member agencies(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

FORCE MAJEURE

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

SAFETY AND SECURITY

The Distributor shall comply with all Co-Op member district security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).

Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting agency.

INSURANCE

Distributors shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the Co-op member agencies from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. **Distributors are required to furnish certificates of insurance prior to start of work.**

- a) Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b) Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c) Statutory Worker's Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California
- d) Insurance certificate must name the Co-op member agencies as additional insured.

AFFIRMATIVE ACTION

The Distributor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal and State guidelines.

No discrimination shall be made in the employment of persons in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

HOLD-HARMLESS CLAUSE

To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the Co-Op entirely harmless from all liability arising out of:

Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the Co-Op, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the Co-Op agency property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Co-Op agency.

The Distributor, at the Distributors' own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Co-Op agencies, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Co-Op member agency, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

FINGERPRINTING

Successful Distributor agrees to comply with all provisions of Education Code Section 45125.1 Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other agency facilities for purposes of providing services covered by this proposal during normal agency hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils/minors. Distributor will provide the Co-Op with a list of all employees providing services pursuant to this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the Co-Op that will enter the sites and other agency facilities during normal agency hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

ATTORNEYS' FEES

In the event of any dispute between the Co-Op, Lead District, member agencies, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

Calexico Unified School District

By: 

Maria Ambriz

Title: Superintendent

Address:

901 Andrade Avenue

Calexico, CA 92231

Phone: (760) 768-3888 Ext. 3008

Fax No: (760) 768-3856

Board Approved: June 22, 2017

DISTRIBUTOR/VENDOR:


School Lunch Products, Inc.

By: MIKE FACKLER

Title: PRESIDENT

Address:

558 CENTRAL Ave
SHAVER, CA 93267

Phone No: 661-746-3136

Fax No: 661-746 6131

Authorized Officers or Agents

(Corporate Seal)

Attachment "A"

IMPERIAL COUNTY SCHOOL FOOD SERVICE CO-OP PRICE PROPOSAL SHEET 2017 - 2018

SCHOOL LUNCH PRODUCTS (SLP)

SPEC No.	DESCRIPTION	PACK SIZE UNITS/CASE	COMBINED SCORING MATRIX									
			Shamrock	Sysco	GoldStar	SLP	Padre	Fiesta	Flowers Bakery	Fulton		
37	BARE APPLE CHIPS ASSORTED- EXCLUDING ITEMS WITH ADDED SUGAR	48				✓						
	Meets - 1/2 CUP Fruit	15 g										
	Cost		0	0	145	210	0	0	0	0		
	Taste & Presentation		0	0	110	150	0	0	0	0		
	Customer Service & Experience		0	0	50	110	0	0	0	0		
50	Quality of Product		0	0	75	120	0	0	0	0		
	IVCOOP COMBINED TOTAL =		0	0	380	590	0	0	0	0		
	Crackers, Animal (Must meet WG rich criteria)					✓						
	1 oz to 1.5 oz Meet 1 oz equivalent grain	100										
	Cost		118	130	159	210	0	0	0	0		
97	Taste & Presentation		140	120	105	130	0	0	0	0		
	Customer Service & Experience		100	93	65	105	0	0	0	0		
	Quality of Product		110	95	90	95	0	0	0	0		
	IVCOOP COMBINED TOTAL =		468	438	419	540	0	0	0	0		
	AMAZIN RAISING 1.3 oz- ASSORTED	250				✓						
129	Meets 1/2 cup fruit	1.3 OZ										
	Cost		152	0	58	210	0	0	0	0		
	Taste & Presentation		140	0	75	150	0	0	0	0		
	Customer Service & Experience		100	0	25	95	0	0	0	0		
	Quality of Product		120	0	50	120	0	0	0	0		
140	IVCOOP COMBINED TOTAL =		512	0	208	575	0	0	0	0		
	Grilled Bean and Cheese Burrito - True Natural Food Co	72				✓						
	Meets 2 M/M/A - 2 oz. equivalent grain	6.25 oz										
	Cost		55	124	45	210	0	0	0	0		
	Taste & Presentation		75	110	50	150	0	0	0	0		
140	Customer Service & Experience		35	75	10	105	0	0	0	0		
	Quality of Product		60	85	30	120	0	0	0	0		
	IVCOOP COMBINED TOTAL =		225	394	135	585	0	0	0	0		
	Grilled Cheese Sandwich Individually Wrapped (Must meet WG rich criteria)	72				✓						
	CN Must Meet 2 oz MMA and 1.5oz equivalent grain	3.69 oz										
140	Cost		84	157	40	210	0	0	0	0		
	Taste & Presentation		95	145	75	150	0	0	0	0		
	Customer Service & Experience		60	108	25	95	0	0	0	0		
	Quality of Product		80	115	50	120	0	0	0	0		
	IVCOOP COMBINED TOTAL =		319	525	190	575	0	0	0	0		

[illegible]

558 Central Avenue

DESCRIPTION

[illegible]

~~558 Central Avenue
Shafter, CA 93262~~

[illegible]

DESCRIPTION
SHUITE, CA 93266[illegible]

[illegible]

[illegible]

[illegible]

658 Central Avenue

SPEC No.		DESCRIPTION	PACK SIZE	UNIT	PRODUCT NAME	CAGE PRICE	UNIT PRICE	ALTERNATE 1		ALTERNATE 2		
			UNITS/CASE	SIZE				PACK SIZE	UNIT	PRODUCT NAME	CAGE PRICE	UNIT PRICE
								UNITS/CASE	SIZE			
PROTEIN-MMA-COMBINATION FOOD												
124	Port. OR Beef Rib Shaped Patty (Fully Cooked) CN Label Must Meet 2 oz MMA	52	100/5oz	Adv/Pierre	46.20	0.462						
125	Beef Patties Fambol (Fully Cooked) Min. 2.5 oz CN Label Must Meet 2 oz MMA	90	50/2.5oz	Adv/Pierre	39.50	0.439						
126	Burnto Bean & Cheese IW (Must meet WG rich criteria) 7 oz CN Label Must Meet 2 oz MMA and oz equivalent grain	96	96/5.75oz	MCI	\$4.64	0.569						
127	SOFT TACO - EL MONTEREY CHICKEN WITH RED SAUCE Meets 2 MMA AND 2 G EACH	45	5.12 oz		no bid							
128	GORDITA - CHICKEN CHIPLE 2 MMA and 2 G each	96	4.31 oz	Gordita	83.83	0.873						
129	Grilled Bean and Cheese Burrito - True Natural Food Co Meets 2 MMA - 2 oz. equivalent grain	72	6.25 oz	True Nat	57.00	0.791						
130	PAPUSAS Meets 2 MMA - 2 oz. equivalent grain	40	5.5 oz		no bid							
131	Tyson Chicken Drum Unbreaded BBQ (30-45 pieces per case) #2133-928 Must Meet 2 oz MMA	10 lb.			no bid							
132	Comdog, Turkey 4 oz (Must meet WG rich criteria) CN Label Must Meet 2 oz MMA and oz equivalent grain	48 Count	72/4oz	Foster Farm	30.36	0.421						
133	Frank's 8/1# Turkey Aprox 6' CN Must Meet 2 oz MMA	10#	10#	Purdue	16.20	0.202						
134	Fish Nuggets Shaped (Must meet WG rich criteria) CN Label	10#			no bid							
135	Cheese Filled Bread Stick (Must meet WG rich criteria) CN Label Must Meet 2 oz MMA (use 2)	192	200/2oz	Schwann	56.30	0.5630	(for 2)					
136	Stuffed Pizza Pocket Sandwich Pepperoni (Must meet WG rich criteria) CN Label	24	24/4.46oz	Schwann	19.19	0.799	IW					
137	Pizza 4X6 Reduced Fat Cheese & Pepperoni (Must meet WG rich criteria) CN Label Must Meet 2 oz MMA and oz equivalent grain	24	96/4.6oz	Schwann	44.59	0.464						
138	Tamale, Cheese & Green Chile Fully Cooked (Must meet WG rich criteria) Meets 2 oz eq. grain & 2 oz MMA	12 4 PK			no bid							
139	Tamale, Red Sauce, Chicken Fully Cooked (Must meet WG rich criteria) Meets 2 oz eq. grain & 2 oz MMA	12 4 PK			no bid							
140	Grilled Cheese Sandwich Individually Wrapped (Must meet WG rich criteria) CN Must Meet 2 oz MMA and 1.5oz equivalent grain	72	72/3.69oz	IFS	50.11	0.695						
141	Egg Patties Scrambled Fully Cooked 1 oz CN Label	369			no bid							
142	Sausage Patties Fully Cooked & Browned 1 oz - 1.5 oz	10#			no bid							
143	Paroches/Sausage on a Stick WRAPPED (Must meet WG rich criteria) 1 Bread & 1 Meat/Meat Alternate and oz equivalent grain	68 12	69/2.85oz	Foster Farms	27.56	0.405	IW					
144	Jernie O Turkey, Combo Pack Extra Lean	1 lb.			no bid							

SPEC No.		DESCRIPTION	BID ITEM						ALTERNATE 1						ALTERNATE 2					
			PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE	PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE	PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE			
BREAD FROZEN/FRESH																				
145		Bread Sandwich Whole-Wheat 1.5# (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content Goldfish shape	120 ct			no bid														
146		Bread Sandwich Whole-Wheat 1.5# (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content Dark or White	LOAF			no bid														
147		Hot dog Bun Sliced Dark or White (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content	DOZ			no bid														
148		Hamburger Bun Whole Wheat 4" Plain Sliced (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content Dark or White	DOZ			no bid														
149		Sub Roll 6-1/2" to 7" Sliced Dark or White (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content	6 EA			no bid														
150		Sub Roll 4" to 5" Sliced Dark or White (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content	6 EA			no bid														
151		Dinner Roll Whole Wheat Dark or White (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content	DOZ			no bid														
152		Dinner Roll Whole Wheat Dark or White (Must meet WG rich criteria)				no bid														
		Meets 1 oz. eq. grain	16		Shannon	25.97	0.135													
153		Hamburger Bun Whole Wheat 4" Plain Sliced (Must meet WG rich criteria)				no bid														
		Meets 2 oz. eq. grain	10		Shannon	28.72	0.199													
154		Hot dog Bun Sliced Dark or White (Must meet WG rich criteria)				no bid														
		Meets 2 oz. eq. grain	12		Shannon	44.86	0.2350													
155		Bun, Steak WG Hinged (Must meet WG rich criteria)				no bid														
		Meets 2 oz. eq. grain	12		Shannon	35.92	0.249													
156		Pillsbury Panini Bread BPC # 1373737000				no bid														
		Meets 2 oz. eq. grain	192		Shannon															
157		Pillsbury Ciabatta Bread BPC # 137738000				no bid														
		Meets 2 oz. eq. grain	96		no bid	no bid														
158		Tortilla, Flour 10" (Must meet WG rich criteria)				no bid														
		Meets a minimum 1.5 oz. eq. grain.	4		La Tapatia	33.75	4.50 24pk	2.25 doz	.1875 ea											
159		8 inch Tortilla Flour (Must meet WG rich criteria)				no bid														
		Whole Wheat Grain Content	DOZ		La Tapatia	24.94	1.892 dz		.1395 ea											
160		Chips Corn Tortilla Bulk (Must meet WG rich criteria)				no bid														
		12 # Case	6/2#		La Tapatia	15.95	1.329 #													
161		Corn Tortilla Made with 100% whole grain corn, Gardenas Product # 1255				no bid														
		Must meet 1.25 Whole Grain	12		no bid	no bid														
		Rich's 16" Stretched Pizza Dough (Must meet WG rich criteria)	48 PK		no bid	no bid														
162		Meets 2 oz. Equivalent Whole Wheat Grain Content for 8 slice	32		no bid	no bid														
			16.5 oz		no bid	no bid														

SPEC No.	DESCRIPTION	BID ITEM						ALTERNATE 1						ALTERNATE 2					
		PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE		PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE		PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE	
186	Sporkette Kit Regular PSKF-1600 (Flat end milk straw kit)	1000			no bid														

SCHOOL LUNCH PROGRAMS, INC.
558 Center Street
Shelton, CT 06484

SPEC No.	DESCRIPTION	BID ITEM						ALTERNATE 1						ALTERNATE 2					
		PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE		PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE		PACK SIZE UNITS/CASE	UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE	
187	Cups 8 oz. Squat Foam				no bid														
188	Lids 8 oz. Squat	1000			no bid														
189	Wrap Foil 10.5X13 Teal Strips	1000			no bid														
190	Wiper Wypall X-50 Foodservice	5			no bid														
191	Bowls 8 oz. Styro B-8	200			no bid														
192	Lid 8 oz. Vented for 8 oz Styro Bowl FL-8V	CS			no bid														
193	Foil Foil Heavy 18X1M Kar-Out	1000			no bid														
194	Foil Foil Standard 18X1M Kar-Out	1			no bid														
195	Bowl Styro 22 oz. Rice White Pactiv#TH10020	RL			no bid														
196	Lid Plastic, clear, for Bowl Styro 22 oz. Rice White SOL PAK#CD106S	504			no bid														
197	Liner Sheet Pan 18X24 Quilon P	CS			no bid														
198	FoodHandler Pan Pais High-Heat Liner 34"X18" Item# PL3418	504			no bid														
199	Pactiv # 4071009 Insert for 4 oz cup PP 10/75ct	CS			no bid														
200	Pactiv # 7473477 Lid Plas Clr 12/85ct	750			no bid														
201	Pactiv #7762026 Cup Plas Clr Pet 12-14 oz 10/70ct	CS			no bid														
202	Pactiv #7474812 Cup Plas Clr Pet 16 oz 10/70ct	1020			no bid														

Legend/Key:

Some items will be awarded together to facilitate ordering and avoid confusion with staff.
Other items will be awarded together to ensure proper fastening of non food items.
Items that will be awarded together highlighted in gray.

School Lunch Products, Inc.
Company Name
Date May 11, 2017
Authorized Signature
Title President

Mike Fackler
Printed Name

SCHOOL LUNCH PRODUCTS, INC.
558 Central Avenue
Shafter, CA 93263

SCHOOL LUNCH PRODUCTS, INC.
558 Central Avenue
Shafter, CA 93263

IMPERIAL COUNTY SCHOOL FOOD SERVICE CO-OP
PRICE PROPOSAL SHEETS 2017 - 2018

SPEC No.		DESCRIPTION	PACK SIZE		UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE	QTY/CASE	QTY/UNIT	PACK SIZE		UNIT SIZE	PRODUCT NAME	CASE PRICE	UNIT PRICE	QTY/CASE	QTY/UNIT
			UNITS/CASE															
BID ITEM																		
ALTERNATE 1																		
PROCESSED COMMODITIES (Must clearly indicate Commercial "CML", PTV, and Commodity "CMIDTY" pricing)*																		
203	Beef Patties Flame Broiled Chopped Beef Steak Advance Pierre #3760 Min 2.3 oz CN Label Must Meal 2 oz MMA		140	140/2.3	Adv Pierre	77.20	0.5514	56.70	21.00	0.1500								
204	Beef Finger WG Breaded-style Fully Cooked Advance Pierre # 6012 Approx 3.88 oz CN Must Meal 2 oz MMA and 1oz equivalent grain		124	124/3.98	Adv Pierre	79.38	0.6401	34.38	46.00	0.3829								
205	Tyson Chicken Nuggets Breaded Fully Cooked # 070364-0928 3.5 oz Serving CN Label Must meal 2 oz MMA and 1 oz equivalent grain		149									156/3.10oz	(use 5)	Adv Pierre	61.00	0.3910	12.53	48.47
206	Tyson Chicken Pop Corn Bites Home-style Fully Cooked 070368-0928 3.36 oz Serving CN Must Meal 2 oz MMA and 1 oz equivalent grain		155									158/3.10oz	(use 5)	Adv Pierre	63.00	0.4038	12.53	50.47
207	Tyson Chicken Patties, Breaded Fully Cooked # 070304-0928 3.54 oz Serving CN Must Meal 2 oz MMA and 1 oz equivalent grain		148									156/3.10oz		Adv Pierre	60.00	0.3945	12.53	47.47
208	Tyson Chicken Patties Spicy, Breaded Fully Cooked # 070314-0928 3.53 oz Serving CN Must Meal 2 oz MMA and 1 oz equivalent grain		149									156/3.15oz		Adv Pierre	67.00	0.4294	12.53	54.17
209	Tyson Chicken Drum Unbreaded Mesquite (80-128 pieces per case) #026436-0928 Must Meal 2.5 oz MMA		90															
210	Tyson Whole Grain Breaded Traditional Proportion Bone-In Chicken #666000-0928 Meats 2-3.25 MMA and .75-1 oz. equivalent grain		82															
211	Chicken Tender Breaded Fully Cooked #070334-0928 Approx. 3.39 oz CN Must Meal 2 oz MMA and 1oz equivalent grain		150															
212	Potatoes, Fzn, McCain Crispy Bakeable Seasoned Spirals # 1000004108 6/4# OVEN READY		24									156/3.10oz	(use 3)	Adv Pierre	60.20	0.3858	12.53	47.67
213	Potatoes, Fzn One-Ha Reduced Sodium Tater Tots # 1000002789 6/5# OVEN READY		30															

Legend/Key:
Commercial=Total product cost before USDA discount.
PTV=Pass Thru Value, Dollar value of USDA donated food per case.
Commodity=Processing Fee, USDA commodity Fee-For-Service pricing.

School Lunch Products, Inc.
Company Name

Authorized Signature

May 11, 2017
Date
President
Title
Mike Fackler
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2017

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

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

PRODUCER Clifford & Bradford Insurance Agency 1800 19th Street Bakersfield CA 93301-4315	CONTACT NAME: Belinda Yohe PHONE (A/C, No, Ext): 661-283-8100 E-MAIL ADDRESS: yohe@cliffordandbradford.com FAX (A/C, No): 661-283-8111														
INSURED SCHO0-3 School Lunch Products, Inc. 558 Central Avenue Shafter CA 93263-2122	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : West American Ins Co.</td><td>44393</td></tr><tr><td>INSURER B : American Fire and Casualty Co.</td><td>24066</td></tr><tr><td>INSURER C : Hartford Accident & Indemnity</td><td>22357</td></tr><tr><td>INSURER D : Ohio Security Ins Co.</td><td>24082</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : West American Ins Co.	44393	INSURER B : American Fire and Casualty Co.	24066	INSURER C : Hartford Accident & Indemnity	22357	INSURER D : Ohio Security Ins Co.	24082	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 683195520**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKW56144567	6/1/2017	6/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAO56144567	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USA56144567	6/1/2017	6/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	51WECZT3147	11/23/2016	11/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

ENDORSEMENTS ATTACHED AND/OR DESCRIBED HEREIN APPLY WITH RESPECTS TO THE OPERATIONS OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS; SUBJECT TO STATUTE AND POLICY PROVISIONS.

CALEXICO UNIFIED SCHOOL DISTRICT AND IMPERIAL COUNTY SCHOOL FOOD SERVICE COOPERATIVE ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY PER ATTACHED FORM CG88100413 ENDORSEMENT.

CERTIFICATE HOLDER**CANCELLATION**

CALEXICO UNIFIED SCHOOL DISTRICT
901 ANDRADE AVENUE
CALEXICO CA 92231

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is 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 an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.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 protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

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

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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 failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

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

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is 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.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

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

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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