

Newport-Mesa
Unified School District

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 100-26

KITCHEN EQUIPMENT FOR DISTRICT USE

DATE ISSUED: July 9, 2025

DATE DUE: July 30, 2025 by 2:00 P.M.

BUYER: Emily Hughes

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***THE FOLLOWING ITEMS MUST BE SUBMITTED AT THE TIME OF THE BID
OPENING OR BIDDER WILL BE DECLARED NONRESPONSIVE.**

NOTICE TO BIDDERS

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 100-26

KITCHEN EQUIPMENT FOR DISTRICT USE

In accordance with Public Contract Code 20111, notice is hereby given that the Newport Mesa Unified School District, will receive up to, but no later than 2:00 p.m., on **July 30, 2025**, at the District Education Center, 2985 Bear St., Bldg. A, Costa Mesa, CA 92626, sealed bids for the award of a contract for the annual purchase of KITCHEN EQUIPMENT.

Bids shall be opened and publicly read aloud at the above stated date, time and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained on the Purchasing Department PlanetBids Web Portal at:

<https://vendors.planetbids.com/portal/46422/portal-home>

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

NEWPORT MESA UNIFIED SCHOOL DISTRICT

Jonathan Geiszler
Director, Purchasing & Warehouse

INSTRUCTIONS FOR BIDDERS

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 100-26

KITCHEN EQUIPMENT FOR DISTRICT USE

1. **PREPARATION OF BID FORM:** The Newport Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **July 30, 2025 at 2:00 P.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **BID SUBMISSION ADDRESS:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **District Education Center**, located at **2985 Bear St., Bldg. A, Costa Mesa, CA, 92626.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)

FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **BID OPENING READING:** All bids shall be publicly opened and read aloud at the time and date indicated above, at the **District Education Center**, located at **2985 Bear St., Bldg. A, Costa Mesa, CA, 92626.**
4. **SIGNATURE:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
5. **MODIFICATIONS:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
6. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

7. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid personally or by written request, to the Director, Purchasing & Warehouse, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.
8. **INTERPRETATION OF BID DOCUMENTS:** Bidders who find discrepancies in or omissions from the bid documents, may submit to the Coordinator III, Purchasing & Contracts, a written request for clarification or correction thereof. All requests for clarification and the response thereto will be posted on the District's PlanetBids Web Portal. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may be submitted via the District's PlanetBids Web Portal at <https://vendors.planetbids.com/portal/46422/portal-home> no later than **July 18, 2025 at 12:00 P.M. PST.**
9. **AWARD OF A CONTRACT:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended. It is the District's intent to award the contract on an item-by-item basis. Please submit prices on each item. Cash discounts offered shall not be considered in determining low bid in accordance with Paragraph 36, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.
10. **PRICES:** Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID.
11. **PRICE GUARANTEE:** Prices are to remain firm for the initial term of the contract. The successful bidder is responsible for providing District with no less than thirty (30) days' prior written notification of any proposed price increases (price increases shall not be automatically made) and no price increase will exceed the lesser of three percent (3%) or the annual increase in the Urban Consumer Price Index (CPI-U) for the Los Angeles, Riverside and Anaheim area beginning March 2024 and ending March 2025, and for each subsequent one year period (on the March to March time period). This data is available at www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm. However, if due to unforeseeable circumstances beyond the control of both the District and the successful bidder, a proposed price increase is over three percent (3%), the successful bidder shall provide a detailed explanation in writing with documentation to justify the proposed price increase. The acceptance of the proposed price increase will be at the sole discretion of the District.

12. QUANTITIES: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
13. DELIVERY REQUIREMENT: Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID it is the expectation of the district that the bidder will deliver any equipment ordered direct to the districts' school site of preference. Vendor will be required to contact an identified District staff member at least two days prior to delivery to schedule delivery. Lift gate and inside delivery will be required. Delivery shall require furnishing, delivering, assembling and setting in place items listed. Carting away debris will be the sole responsibility of the vendor.
14. DELIVERY SCHEDULE: The District requires delivery on an as needed basis. Based on current market volatility and material constraints the district recognizes that at this time it may be difficult to provide accurate delivery schedules and asks that all bidders quote estimated current delivery ETAs on the attached bid form to be used by district staff for planning purposes only.
15. BRANDS: Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. "CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to
 - (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and
 - (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity."
16. INSURANCE: Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Newport-Mesa Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days' prior written notice" being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii. Business Automobile Liability Coverage with limits as required by the State of California.

17. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE

CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

18. WARRANTY: Warranty period shall be manufacturer's standard. Warranty shall cover defects in materials and workmanship from date the unit is placed in service or within sixty (60) days from date of acceptance by the Board, whichever occurs first. Contractor will be notified in writing when unit is in need of service. Minor repair parts and labor during the warranty period may be supplied by the District at vendor's expense upon mutual agreement prior to start of work. Any warranty adjustment referred to the vendor must be completed within 72 hours.

19. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

20. DEVIATION FROM SPECIFICATIONS: These specifications are to describe the construction, design, size and quality of equipment (materials) desired, and are not intended to be restrictive to any particular brand. Bids will be considered for brands deviating from the specifications if such brands comply substantially with the specifications. Each deviation from the specification must be stated in a letter, attached to bidder's proposal. Submit complete illustrative and technical data on items bid on. Failure to do so may nullify bid.

21. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in a whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.
22. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily.

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport-Mesa Unified School District specifying such failure. In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

23. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in a carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an office, employee, or agent of the District.
24. ANTI-DISCRIMINATION: It is the policy of the Newport Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
25. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
26. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to

the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period:

27. **INDEMNIFICATION:** Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
28. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Coordinator III, Purchasing & Contracts.
29. **DISCOUNTS:** Cash discounts shall not be considered in determining low bid.
30. **CATALOG DISCOUNTS:** The District requests the option to purchase additional items from bidder's catalog not listed in bid. The District requests that bidders list a percentage discount on manufacturer(s) entire equipment line in addition to the specific models of equipment that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, successful bidder(s) will be responsible to provide catalogs and brochures to the District. The published catalog price must be verifiable during the course of the year for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with bid documents. **Response will not affect the award of the contract.**
31. **CAL-OSHA:** Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
32. **PERMITS AND LICENSES:** The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

33. EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.
34. DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times.
35. TOBACCO-FREE WORKPLACE: The successful bidder hereby agrees, under the contract, he will comply with the Newport Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.
36. BID DOCUMENTS: The complete bid includes the following documents:
- Notice Calling for Bids
 - Instructions for Bidders
 - Pricing Matrix
 - Special Conditions
 - Bid Form
 - Non-collusion Affidavit

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision

PRICING MATRIX

Contract Line Item #	Unit	Description	Brand	Model	Estimated QTY	Price	Lead Time
1	EA	REACH-IN FREEZER , VISTA SERIES SOLID DOOR, 30" X 33-3/4" X 84-1/8", STAINLESS STEEL FRONT AND DOOR, GRAY PAINTED SIDES, GRAY PAINTED ALUMINUM, 1.DOOR, 3 SHELVES, 25.97 CU.FT., BOTTOM MOUNTED	BEV AIR	FB27HC-1S	2	\$10,848.48	14-21 Days ARO
2	EA	REACH-IN FREEZER , HORIZON SERIES SOLID DOUBLE DOOR, 52" X 33-7/8" X 84-1/2", STAINLESS STEEL FRONT WITH CONTINUOUS COIL COATED SIDES, CORROSION RESISTANT ALUMINUM, 2 DOOR, 6 SHELVES, 45.2 CU.FT., LEFT/RIGHT HINGE LOCATION, TOP MOUNTED	BEV AIR	HF2HC-1S	2	\$15,737.92	14-21 Days ARO
3	EA	REACH-IN FREEZER , HORIZON SERIES SOLID TRIPLE DOOR, 78" X 33-7/8" X 85", STAINLESS STEEL FRONT WITH CONTINUOUS COIL COATED SIDES, CORROSION RESISTANT ALUMINUM, 3 DOOR, 9 SHELVES, 69.1 CU. FT., LEFT/RIGHT HINGE LOCATION, TOP MOUNTED	BEV AIR	HF3HC-1S	2	\$20,492.56	14-21 Days ARO
4	EA	ICE MAKER , CUBE-STYLE, INDIGO NXT SERIES, CUBE STYLE, AIR-COOLED, SELF CONTAINED CONDENSER, 22"W x 24-1/2"D x 21-1/2"H, PRODUCTION CAPACITY UP TO 460LB/24 HOURS, EASY TOUCH DISPLAY, ONE TOUCH CLEANING WITH DISPLAYED INSTRUCTIONS, ALPHA-SAN ANTI-MICROBIAL PROTECTION, ACOUSTICAL SENSING PROBE, HALF-SIZE CUBES, SIDE-HINGED FRONT-OPENING DOOR, STANDARD LEGS, 6" ADJUSTABLE, STAINLESS STEEL	MANITOWOC	IYT0420A	1	\$5,143.93	30 Days ARO
5	EA	MILK COOLER , COLD WALL SINGLE ACCESS, 34" X 30-5/8" X 41-1/8", STAINLESS STEEL, 8 CASE CAPACITY 13" X 13" X 11", 4 CASE CAPACITY 19" X 13" X 11", 12.73 CU. FT., 4" HEAVY DUTY PLATE CASTERS (2 WITH LOCKS)	BEV AIR	SM34HC-S	2	\$9,117.44	14- 21 Days ARO
6	EA	MILK COOLER , COLD WALL SINGLE ACCESS, 49" X 30-5/8" X 41-1/8", STAINLESS STEEL, 12 CASE CAPACITY 13" X 13" X 11", 8 CASE CAPACITY 19" X	BEV AIR	SM49HC-S	2	\$9,930.52	14 - 21 Days ARO

Contract Line Item #	Unit	Description	Brand	Model	Estimated QTY	Price	Lead Time
		13" X 11", 20.32 CU. FT., 4" HEAVY DUTY PLATE CASTERS (2 WITH LOCKS)					
7	EA	MILK COOLER, COLD WALL SINGLE ACCESS, 58" X 30-5/8" X 30-1/8", STAINLESS STEEL, 16 CASE CAPACITY 13" X 13" X 11", 10 CASE CAPACITY 19" X 13" X 11", 22.63 CU. FT., 4" HEAVY DUTY PLATE CASTERS (2 WITH LOCKS)	BEV AIR	SM58HC-S	2	\$11,306.98	14- 21 Days ARO
8	EA	CONVECTION OVEN, GAS, DOUBLE-DECK, BAKERY DEPTH, CAPACITY (5) 18" X 26" PANS PER COMPARTMENT, (SSD) SOLID STATE DIGITAL CONTROLS, 2-SPEED FANS, INTERIOR LIGHT, SIMULTANEOUS OPERATED DOORS WITH GLASS, STAINLESS STEEL FRONT, SIDES AND TOP, 6" STAINLESS STEEL LEGS, FLUE CONNECTOR, 50,000 BTU, CETL, NSF, ENERGY STAR [®] EA, CETL, NSF, ENERGY STAR [®] , 6" PLATE CASTERS (SET) NOTE: DRAFT DIVERTER IS NOT REQUIRED FOR THIS OVEN. DO NOT DEDUCT COST OF STANDARD LEGS GAS MANIFOLD	BLODGETT	DFG-200-ES DBL	5	\$125,799.00	21-45 Days ARO
9	EA	CONVECTION OVEN, GAS, SINGLE-DECK, BAKERY DEPTH, CAPACITY (5) 18" X 26" PANS, (SSD) SOLID STATE DIGITAL CONTROLS, 2-SPEED FAN, INTERIOR LIGHT, SIMULTANEOUS OPERATED DOORS WITH GLASS, STAINLESS STEEL FRONT, SIDES & TOP, 25" STAINLESS STEEL LEGS, 50,000 BTU, CETL, NSF, ENERGY STAR NOTE: DRAFT DIVERTER IS NOT REQUIRED FOR THIS OVEN	BLODGETT	DFG-200-ES SGL	5	\$68,308.05	21-45 Days ARO
10	EA	CONVECTION OVEN, ELECTRIC, FULL-SIZE, STANDARD DEPTH, CAPACITY (5) 18" X 26" STANDARD FULL-SIZE PANS, (SSI-M) SOLID STATE INFINITE CONTROL WITH SEPARATE DIALS FOR THERMOSTAT AND TIMER, DUAL PANE THERMAL GLASS WINDOWS ENCASED IN STAINLESS STEEL DOOR FRAMES, 25" ADJUSTABLE STAINLESS-STEEL LEGS, TWO INTERIOR OVEN LAMPS	BLODGETT	ZEPHAIRE- 100-E	5	\$66,540.05	21-45 Days ARO

Contract Line Item #	Unit	Description	Brand	Model	Estimated QTY	Price	Lead Time
11	EA	CONVECTION HOOD, HOODINI VLF, VENTLESS, FOR USE WITH FULL SIZE ELECTRIC CONVECTION OVENS, 38.5" X 40" X 20"	BLODGETT	HOODINI VLF	5	Include in costs with #10	
12	EA	REACH-IN REFRIGERATOR, T-SERIES, SOLID SWING DOOR, WITH HYDROCARBON REFRIGERANT, 1 DOOR, 3 SHELVES, 27"W X 29-1/2"D X 78-3/8"H, INTERIOR LIGHTING, BOTTOM MOUNTED	TRUE	T-23-HC	2	\$8,813.30	14-21 Days ARO
13	EA	REACH-IN REFRIGERATOR, T-SERIES, SOLID SWING DOOR, WITH HYDROCARBON REFRIGERANT, 2 DOOR, 6 SHELVES, 54-1/8"W X 29-1/2"D X 78-3/8"H, INTERIOR LIGHTING, BOTTOM MOUNTED	TRUE	T-49-HC	2	\$12,597.02	14-21 Days ARO
14	EA	REACH-IN REFRIGERATOR, DEALER'S CHOICE REFRIGERATOR, THREE-SECTION, 69.1 CU. FT., TOP MOUNTED SELF-CONTAINED REFRIGERATION, 6 HALF-HEIGHT SOLID DOORS, 3 EPOXY COATED SHELVES PER SECTION, MICROPROCESSOR CONTROL WITH LED DISPLAY, LED INTERIOR LIGHTS, STAINLESS STEEL FRONT, 6" HIGH CASTERS, 1/2HP, CETLUS, NSF, ENERGY STAR	TRAULSEN	G30000	2	\$22,214.46	14-21 Days ARO
15	EA	REACH-IN REFRIGERATOR, SPEC SERIES, GLASS SWING DOOR, WITH HYDROCARBON REFRIGERANT, 3 DOOR, 3 HEAVY DUTY PVC COATED WIRE SHELVES PER SECTION, 77-3/4"W X 33-3/4"D, 77-3/4"H, INTERIOR LED LIGHTING, ALUMINUM INTERIOR SIDE WALLS & BACK, STAINLESS STEEL FLOOR & CEILING, STAINLESS STEEL EXTERIOR DOOR, WITH MATCHING ALUMINUM SIDES.	TRUE	STG3R-3G-HC	2	\$19,366.50	14-21 Days ARO
16	EA	COUNTER REFRIGERATOR, TRUE STANDARD LOOK VERSION 01, SWING DOOR, HYDROCARBON REFRIGERANT, STAINLESS STEEL EXTERIOR, 3 SHELVES, 24-1/8"W X 24-5/8"D X 39-7/8"H, LED INTERIOR LIGHTING, DOOR SIGN DECAL, 2-1/2" LEGS	TRUE	GDM-07-S-HC-TSL01	1	\$4,209.34	14-21 Days ARO
17	EA	MOBILE HEATED CABINET, C5 T-SERIES TRANSPORT ARMOUR, HEAVY DUTY INSULATED, FULL HEIGHT, ADJUSTABLE BOTTOM LOAD SIDES 3-2/5" OC, TOP MOUNT ANALOG THERMOMETER & ELECTRO-MECHANICAL THERMOSTAT (16) 18" X 26" OR (32) 12" X 20" X 2-1/2" PAN CAPACITY, STAINLESS	METRO	C5T9-ASB	1	\$10,601.50	30 Days ARO

Contract Line Item #	Unit	Description	Brand	Model	Estimated QTY	Price	Lead Time
		STEEL, FOAMED-IN-PLACE POLYURETHANE INSULATION, 6" CASTERS					
18	EA	MOBILE HEATED CABINET, C5 T-SERIES TRANSPORT ARMOUR, HEAVY DUTY INSULATED, FULL HEIGHT, ADJUSTABLE BOTTOM LOAD SIDES 3-2/5" OC, TOP MOUNT DIGITAL THERMOMETER & ELECTRO-MECHANICAL THERMOSTAT (16) 18" X 26" OR (32) 12" X 20" X 2-1/2" PAN CAPACITY, STAINLESS STEEL, FOAMED-IN-PLACE POLYURETHANE INSULATION, 6" CASTERS	METRO	C5T9-DSB	1	\$11,616.50	30 Days ARO
19	EA	CABINET, ENCLOSED, BUN/FOOD PAN, PRO CART ULTRA AMBIENT FOOD PAN CARRIER, NON-ELECTRIC, FRONT LOADING, HOT/COLD HOLDING FOR 4 HOURS, HOLDS (16) 18" X 26", (2) GASKET FREE MAGNETIC QUICK-CLOSE DOORS, 4" NYLON LATCHES, MENU POCKET, 16 ADJUSTABLE STAINLESS STEEL UNIVERSAL RAILS WITH 3" - 1-1/2" SPACING, SOLAR DIGITAL THERMOMETER, MOLDED-IN HANDLES, PERIMETER BUMPER, (4) 6" X 2 HEAVY DUTY CASTERS (2 FIXED, 2 SWIVEL WITH BRAKES), POLYETHYLENE EXTERIOR, CHARCOAL GRAY	CAMBRO	PCUPP615	1	\$5,917.50	14 Days ARO

All Lead times are subjected to change, These times are according to today date 7/25/25 - Abby Lucero

SPECIAL CONDITIONS

CATALOG DISCOUNTS:

The District requests the option to purchase additional items from bidder's catalog not listed in the bid. The District requests that bidders list a percentage discount on manufacturer(s) entire equipment line in addition to the specific models of equipment that are listed in this bid. Please state a percentage discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer's current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, the successful bidder(s) will be responsible for providing catalogs and brochures to the District. The published catalog price must be verifiable during the course of the year for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across-the-board discounts off of Manufacturer's Price List should be submitted with bid documents. **Response will not affect the award of the contract.**

Option Granted _____ Option Not Granted X

***Please insert additional pages if needed.**

CATALOG DISCOUNT PER CATEGORY*	
Cooking Equipment	
Brand	Percentage Discount
Commercial Ovens	
Brand	Percentage Discount
Commercial Worktables and Stations	
Brand	Percentage Discount
Food Preparation	
Brand	Percentage Discount
Food Holding and Warming Equipment	
Brand	Percentage Discount

Food Display and Merchandising	
Brand	Percentage Discount
Dishwashing Equipment	
Brand	Percentage Discount
Beverage Equipment	
Brand	Percentage Discount
Refrigeration Equipment	
Brand	Percentage Discount
Commercial Sinks	
Brand	Percentage Discount
Storage/Transport	
Brand	Percentage Discount

BID FORM
NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 100-26
KITCHEN EQUIPMENT FOR DISTRICT USE

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport Mesa Unified School District Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.

4. It is understood that the District reserves the right to reject this bid as specified in the Instructions for bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

5. Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price and terms and conditions of this bid for up to (3) years, from the awarded vendors.

This bid is piggybackable to all public entities throughout the state of California.

Option Granted _____ **Option Not Granted** X

6. The Board desires the right and option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same price, terms and conditions, subject only to manufacturer's published price increases as set forth herein.

Indicate if said Renewal Option is granted for one additional year:

Option Granted _____ **Option Not Granted** X

Indicate if said Renewal Option is granted for a second additional year:

Option Granted _____ **Option Not Granted** X

Continued next page

Date: 7/25/25

Proper Name of Bidder: Pueblo Hotel Supply

By: Abby Lucero

Signature: Abby Lucero

Phone: 719-404-4535

Email: abby@gogradys.com

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Sales Rep of Pueblo Hotel Supply, 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.

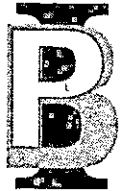
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/25/25 [date], at Pueblo [city], Colorado [state].

Name of Bidder Pueblo Hotel Supply

Signature Abby Lucero

Name abby Lucero

Title Sales Rep



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

February 6, 2023

To Whom it May Concern:

RE: Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply – Bond Program

We are writing to you at the request of Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply, Pate Bonding, Inc., agent for United Fire & Casualty Company is an A rated company by AM Best, handles the bond needs for Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply with a current bond program of \$2,000,000/single/\$4,000,000 aggregate and full capacity available.

If a contract is awarded to Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply, it is our present intention to become Surety on the Performance and Payment Bonds required by the contract. This is contingent upon our satisfaction with the contract documents and Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply continuing to satisfy other underwriting considerations.

Any arrangement for Bonds required by the contract is a matter between Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply and the Surety and we assume no liability to you or your third parties, if for any reason we do not execute these Bonds.

Please feel free to contact me should you require any additional information regarding Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply's current bond program.

Sincerely,

Troy Staples

TS:amcd

cc: Jamie Arguello, President – Pueblo Hotel Supply dba Grady's Restaurant & Bar Supply



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2025

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 Higginbotham Insurance Agency, Inc. 3630 Sinton Rd., Suite 200 Colorado Springs CO 80907	CONTACT NAME: Robin Rice
	PHONE (A/C, No, Ext): 719-867-4113 FAX (A/C, No):
	E-MAIL ADDRESS: RRice@higginbotham.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Underwriters At Lloyd's, London
	INSURER B: Selective Insurance Company Of America
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

License#: 2081754

PUEBHOT-01

COVERAGES**CERTIFICATE NUMBER:** 1792969391**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			S 2569171-00	3/14/2025	3/14/2026	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S 2569171-00	3/14/2025	3/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			S 2569171-00	3/14/2025	3/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	☒ 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 Y	N/A	WC 9077965-00	4/1/2025	4/1/2026	☒ PER STATUTE ☐ 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
B A	Property of Others Professional Liability			S 2569171-00 PSN0140281654	3/14/2025 3/14/2025	3/14/2026 3/14/2026	\$5,000 Ded/3% Wind/Hta Each Claim Aggregate 1,500,000 1,000,000 1,000,000

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

Certificate Holder and Owners are included as Additional Insureds on a Primary and Non-Contributory basis with respect to General Liability (for both Ongoing and Completed Operations) and Auto Liability, to the extent such status is required in a written contract executed with the Insured prior to Loss, per attached form #: CG7988 (10-23), CG7300 (10-23), and CA7809 (04-24).

General Liability Coverage contains a Per Project General Aggregate Limit, applicable to each construction project as required by written contract or written agreement.

Waiver of Subrogation applies in favor of the Additional Insureds with regard to General Liability, Auto Liability, Umbrella, and Workers' Compensation if See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance, Sample

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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Pueblo Hotel Supply CO dba Gradys Food Service Equipment & Supplies 170 Greenhorn Drive Pueblo CO 81004
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

required in a written contract executed with the Insured Prior to Loss, per attached form #s: CG7988 (10-23), CG7300 (10-23), CA7809 (04-24), and WC000313 (04-84).

Umbrella Policy is following form of the underlying coverage parts for Additional Insured status as follows: General Liability, Auto Liability and Employers' Liability are underlying coverages on the Umbrella Policy.

Projects included for General Liability & Umbrella coverage under Wrap/Consolidated Insurance Program are excluded from off-site coverage under the above General Liability and Umbrella.

Jamie Arguello is excluded from Workers' Compensation coverage and will not be on the jobsite.

WC 00 03 13
WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below:

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 3/14/2025 at 12:01 A.M., standard time, forms a part of

Policy No. WC 9077965-00 (DATE)
Endorsement No. 1 Premium (if any) \$

of the Selective Insurance Company of America
(NAME OF INSURANCE COMPANY)

issued to Pueblo Hotel Supply CO dba Gradys Food Service

Authorized Representative

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

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

Schedule

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09CO 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. 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;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

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.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee Exclusion, SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured**:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSURED - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured**:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is shown in the Declarations, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "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 or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event or "accident" involves two or more covered "autos" and Collision Coverage applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. BLANKET ADDITIONAL INSURED

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:

- a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. Only applies to the extent permitted by law; and
- c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" 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 site 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.

- b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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 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.

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance**, **a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to Exclusion j. under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. 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.

The most we will pay under a. and b. above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under a. and b. above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition 17. under **SECTION V — DEFINITIONS**:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph 1.(a) above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

(v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS**:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. 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 "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. Employer's Liability under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph c. is deleted in its entirety and replaced by the following:
 - c. Any easement or license agreement;
2. Paragraph f.(1) is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with 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 or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) 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 or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with 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 \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- 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. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, 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 by or for you, 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; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease 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 or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured 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. However, the insurance afforded the vendor 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; however 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 sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

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

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V — DEFINITIONS:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to SECTION V — DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "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, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.



Quote

07/25/2025

To:

NEWPORT MESA UNIFIED SCHOOL
DISTRICT
Emily Hughes
714-424-5086 (Contact)

Project:

Newport Mesa USD 100-26
Costa Mesa, CA 92626

From:

Pueblo Hotel Supply
Abby Pacheco
dba Grady's
170 Greenhorn Drive
Pueblo, CO 81004
(719)542-8853
719-404-4535 (Contact)

Job Reference Number: OPP25487

***Due to recent changes in trade regulations and import duties, certain products will be subject to additional tariff-related costs. ***

All quotes are valid within the same month quoted. If purchasing after the month of the quote, manufacturer increases may apply.

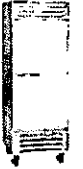
Due to current supply chain issues, and unpredictable freight increases, all freight quotes are **estimates only**. Exact freight charge will be calculated and added to invoice at time of actual shipment.

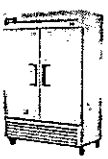
Orders paid by credit card will have a 3.9% processing fee added at time of transaction. This does NOT include customers paying with a government issued card.

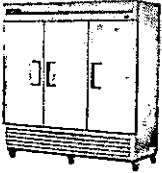
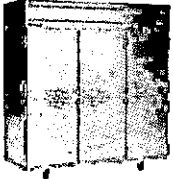
Please note: All quotes are confidential not to be shared with anyone other than the intended organization.

Item	Qty	Description	Sell	Sell Total
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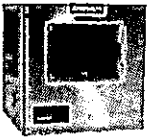
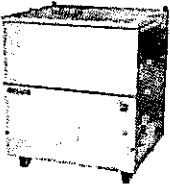
1		2 ea REACH-IN REFRIGERATOR	True Mfg. - General Foodservice Model No. T-23-HC Refrigerator, reach-in, one-section, (1) solid door, (3) PVC coated adjustable wire shelves, interior lighting, stainless steel door, stainless steel front, aluminum sides, clear coated aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 2.2 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, ENERGY STAR®	\$3,699.24	\$7,398.48
		2 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
		2 ea	Self-contained refrigeration standard		
		2 ea	Door hinged right standard		
		2 ea	4" stem castors, standard (adds 5" to OA height)		
		2 ea	Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$3,450.00
				ITEM TOTAL:	\$10,848.48

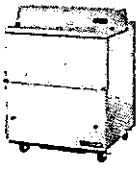
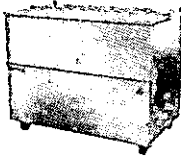
1.1		2 ea REACH-IN FREEZER	Beverage Air Model No. FB27HC-1S Vista® Freezer, reach-in, one-section, 30"W, 84-1/8"H, 25.97 cu. ft., electronic control, (1) lockable hinged solid door, (3) adjustable wire shelves, LED interior lighting, adaptive defrost, painted gray aluminum interior, stainless steel front, gray coated steel sides, bottom-mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 3/4 HP, cULus, UL EPH Classified, UL-Sanitation	\$4,363.36	<Alternate>
		2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		<Alternate>
		2 ea	115v/60/1-ph, 7.5 amps, cord with NEMA 5-15P		<Alternate>
		2 ea	Door hinged on right standard		<Alternate>
		2 ea	6" Heavy duty casters (2) locking, standard		<Alternate>
		2 ea	DELIVERY Flat rate include:	\$1,725.00	<Alternate>
			Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.		
				ITEM TOTAL: <Alternate>	\$12,176.72

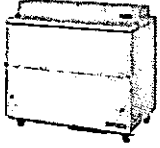
Item	Qty	Description	Sell	Sell Total
2	2 ea	REACH-IN FREEZER  True Mfg. - General Foodservice Model No. T-49F-HC Freezer, reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR®	\$6,143.96	\$12,287.92
	2 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	2 ea	Self-contained refrigeration standard		
	2 ea	Left door hinged left, right door hinged right standard		
	2 ea	4" stem castors, standard (adds 5" to OA height)		
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$3,450.00
ITEM TOTAL:				\$15,737.92
2.2	2 ea	REACH-IN FREEZER  Beverage Air Model No. HF2HC-1S Horizon Series Freezer, reach-in, two-section, 52"W, 85" H, 45.2 cu. ft., (1) right-hand solid hinged door with lock, (1) left-hand solid hinged door with lock, (6) adjustable shelves, electronic control, LED interior lighting, digital display, expansion valve technology, automatic defrost, top-mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, stainless steel front, gray painted sides, aluminum interior, 3/4 HP, cULus, UL EPH Classified, UL-Sanitation	\$6,399.71	<Alternate>
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		<Alternate>
	2 ea	115v/60/1-ph, 10.0 amps, cord with NEMA 5-15P		<Alternate>
	2 ea	Left door hinged left, right door hinged right, standard		<Alternate>
	2 ea	6" Heavy duty casters (2) locking, standard		<Alternate>
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	<Alternate>
ITEM TOTAL: <Alternate>				\$16,249.42

Item	Qty	Description	Sell	Sell Total
3	2 ea	REACH-IN FREEZER  True Mfg. - General Foodservice Model No. T-72F-HC Freezer, reach-in, three-section, -10°F, (3) stainless steel doors, (9) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 14.0 amps, NEMA 5-20P, cULus, UL EPH Classified, Made in USA. 2 ea 7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics. 2 ea Self-contained refrigeration standard 2 ea Left door hinged left, center & right doors hinged right, standard 2 ea 4" stem castors, standard (adds 5" to OA height) 2 ea DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$8,521.28	\$17,042.56
ITEM TOTAL:				\$20,492.56
3.3	2 ea	REACH-IN FREEZER  Beverage Air Model No. HF3HC-1HS Horizon Series Freezer, reach-in, three-section, 78"W, 85" H, 69.1 cu. ft. capacity, (2) center half solid doors right-hand hinged, (2) right half solid doors right-hand hinged, (2) left half solid doors left-hand hinged, door locks, (9) adjustable shelves, electronic control, LED interior lighting, digital display, expansion valve technology, automatic defrost, top-mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, stainless steel front, gray painted sides, aluminum interior, (2) 3/4 HP, cULus, UL EPH Classified, UL-Sanitation 2 ea 7 year parts & labor and 7 year compressor warranty (excludes maintenance items) 2 ea 115v/60/1-ph, 13.2 amps, cord with NEMA 5-20P 2 ea Left door hinged left, center and right door hinged right, standard 2 ea 6" Heavy duty casters (2) locking, standard 2 ea DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$8,994.10	<Alternate>
ITEM TOTAL: <Alternate>				\$21,438.20

Item	Qty	Description	Sell	Sell Total
4	1 ea	ICE MAKER, CUBE-STYLE Manitowoc Model No. IYT0420A  Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 22"W x 24-1/2"D x 21-1/2"H, production capacity up to 460 lb/24 hours at 70°/50° (375 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®	\$3,418.93	\$3,418.93
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-161) 115v/60/1-ph, 11.3 amps		
	1 ea	DELIVERY Flat rate include: Handling in (1) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$1,725.00
ITEM TOTAL:				\$5,143.93

Item	Qty	Description	Sell	Sell Total
4	1 ea	ICE MAKER, CUBE-STYLE  Scotsman Model No. MC0522SA-1 Prodigy ELITE® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 475 lb/24 hours at 70°/50° (340 lb AHRI certified at 90°/70°), small cube size, ICELINQ® mobile app, Bluetooth® connectivity, preservation mode, external bin full indicator, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, front facing removable air filter, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 115v/60/1-ph, 13.5 amps, cULus, NSF, engineered and assembled in USA	\$3,861.60	<Alternate>
	1 ea	NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details		<Alternate>
	1 ea	3 year parts & labor warranties		<Alternate>
	1 ea	5 year parts & labor warranties on Evaporator		<Alternate>
	1 ea	5 year parts on compressor & condenser		<Alternate>
	1 ea	DELIVERY Flat rate include: Handling in (1) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	<Alternate>
ITEM TOTAL: <Alternate>				\$5,586.60
5	2 ea	MILK COOLER  Beverage Air Model No. SM34HC-S School Milk Cooler, cold wall, normal temperature, 34"W x 30-5/8"D x 41-1/8"H, 12.73 cu. ft., single access, flat top carton capacities, (8) 13" x 13" x 11" or (4) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, manual defrost, stainless steel interior & exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation	\$2,833.72	\$5,667.44
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	2 ea	115v/60/1-ph, 2.2 amps, cord with NEMA 5-15P		
	2 ea	4" Heavy duty casters, (2) with brakes, standard		
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$3,450.00
ITEM TOTAL:				\$9,117.44

Item	Qty	Description	Sell	Sell Total
5	2 ea	MILK COOLER  True Mfg. - General Foodservice Model No. TMC-34-S-SS-HC Mobile Milk Cooler, forced-air, (8) 13" x 13" x 11-1/8" crate capacity, stainless steel drop front/hold-open flip-up lid with lock, 33 - 38°F temperature range, (2) heavy-duty floor racks, digital thermometer, stainless exterior, stainless steel interior & floor, R290 Hydrocarbon refrigerant, 4" castors, 1/5 HP, 115v/60/1-ph, NEMA 5-15P, 2.7 amps, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	\$3,276.94	<Alternate>
	2 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		<Alternate>
	2 ea	Self-contained refrigeration standard		<Alternate>
	2 ea	4" Castors, standard		<Alternate>
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	<Alternate>
ITEM TOTAL: <Alternate>				\$10,003.88
6	2 ea	MILK COOLER  Beverage Air Model No. SM49HC-S School Milk Cooler, cold wall, normal temperature, 49"W x 30-5/8"D x 41-1/8"H, 20.32 cu. ft., single access, flat top carton capacities, (12) 13" x 13" x 11" or (8) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, manual defrost, stainless steel interior & exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation	\$3,240.26	\$6,480.52
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	2 ea	115v/60/1-ph, 2.2 amps, cord with NEMA 5-15P		
	2 ea	4" Heavy duty casters, (2) with brakes, standard		
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$3,450.00
ITEM TOTAL:				\$9,930.52

Item	Qty	Description	Sell	Sell Total
6	2 ea	MILK COOLER  True Mfg. - General Foodservice Model No. TMC-49-S-SS-HC Mobile Milk Cooler, forced-air, (12) 13" x 13" x 11-1/8" crate capacity, stainless steel drop front/hold-open flip-up lid with lock, 33 - 38°F temperature range, (3) heavy-duty floor racks, digital thermometer, stainless exterior, stainless steel interior & floor, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	\$3,672.87	<Alternate>
	2 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		<Alternate>
	2 ea	Self-contained refrigeration standard		<Alternate>
	2 ea	4" Castors, standard		<Alternate>
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	<Alternate>
ITEM TOTAL: <Alternate>				\$10,795.74
7	2 ea	MILK COOLER  Beverage Air Model No. SM58HC-S School Milk Cooler, cold wall, normal temperature, 58"W x 30-5/8"D x 41-1/8"H, 22.63 cu. ft., single access, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, manual defrost, stainless steel interior & exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation	\$3,928.49	\$7,856.98
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	2 ea	115v/60/1-ph, 2.2 amps, cord with NEMA 5-15P		
	2 ea	4" Heavy duty casters, (2) with brakes, standard		
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$3,450.00
ITEM TOTAL:				\$11,306.98

Item	Qty	Description	Sell	Sell Total
7	2 ea	MILK COOLER  True Mfg. - General Foodservice Model No. TMC-58-S-SS-HC Mobile Milk Cooler, forced-air, (16) 13" x 13" x 11-1/8" crate capacity, stainless steel drop front/hold-open flip-up lid with lock, 33 - 38°F temperature range, (3) heavy-duty floor racks, digital thermometer, stainless exterior, stainless steel interior & floor, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	\$4,104.42	<Alternate>
	2 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		<Alternate>
	2 ea	Self-contained refrigeration standard		<Alternate>
	2 ea	4" Castors, standard		<Alternate>
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	<Alternate>
ITEM TOTAL: <Alternate>				\$11,658.84

Item	Qty	Description	Sell	Sell Total
8	5 ea	CONVECTION OVEN, GAS	\$22,385.81	\$111,929.05
		Blodgett (Middleby) Model No. DFG-200-K12-ES DBL Convection Oven, gas, double-deck, bakery depth, capacity (5) 18" x 26" pans per compartment, (SSI-M) Solid State infinite Controls, 2-speed fans, interior light, simultaneous operated doors with glass, stainless steel front, sides & top, 6" stainless steel legs, flue connector, 50,000 BTU each, cETL, NSF, ENERGY STAR®		
	5 ea	NOTE: Draft diverter is not required for this oven		
	5 ea	DFG K12 Series warranty is five years part, five years labor and five year door (parts only)		
	5 ea	Start-Up option to all the convection and deck ovens (Does not included assembly or installation of any components) (NET)	\$425.00	\$2,125.00
	5 ea	Gas type to be determined		
	10 ea	115v/60/1-ph, 8.0 amps, 3/4 hp, 2-wire with ground, NEMA 5-15P (per deck), standard		
	5 ea	SSI-M Top Oven: Solid State infinite control with 60 min. manual timer		
	5 ea	SSI-M Bottom Oven: Solid State infinite control with 60 min. manual timer		
	5 st	6" plate casters (set)	\$172.66	\$863.30
	5 ea	NOTE: DO NOT deduct cost of standard legs		
	5 ea	Gas manifold	\$179.33	\$896.65
	5 ea	Dormont 1675KIT2S48 ¾" Kits, Blue Hose SnapFast	\$272.00	\$1,360.00
	5 ea	DELIVERY Flat rate include: Handling in (5) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$8,625.00
ITEM TOTAL:				\$125,799.00

Item	Qty	Description	Sell	Sell Total
8.8	5 ea	CONVECTION OVEN, GAS  Blodgett (Middleby) Model No. DFG-200-ES DBL Convection Oven, gas, double-deck, bakery depth, capacity (5) 18" x 26" pans per compartment, Artisan touchscreen controls with meat probe, 2-speed fans, Oleophobic baking compartment liner, interior light, simultaneous operated doors with dual pane thermal glass windows sealed in stainless steel door frames and ergonomically friendly curved aluminum door handle, stainless steel front, sides & top, 6" stainless steel legs, flue connector, 50,000 BTU each, cETL, NSF, ENERGY STAR®	\$25,927.24	<Alternate>
	5 ea	NOTE: Draft diverter is not required for this oven		<Alternate>
	5 ea	3 year parts, 2 year labor and 2 additional year door warranty (parts only), standard		<Alternate>
	5 ea	Start-Up option to all the convection and deck ovens (Does not included assembly or installation of any components) (NET)	\$425.00	<Alternate>
	5 ea	Natural gas		<Alternate>
	10 ea	115v/60/1-ph, 8.0 amps, 3/4 hp, 2-wire with ground, NEMA 5-15P (per deck), standard		<Alternate>
	5 ea	ARTISAN Top Oven: Artisan touchscreen control with meat probe, standard		<Alternate>
	5 ea	ARTISAN Bottom Oven: Artisan touchscreen control with meat probe, standard		<Alternate>
	5 st	6" plate casters (set)	\$386.59	<Alternate>
	5 ea	NOTE: DO NOT deduct cost of standard legs		<Alternate>
	5 ea	Gas manifold	\$179.33	<Alternate>
	5 ea	DELIVERY Flat rate include: Handling in (5) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	<Alternate>
	5 ea	1675KIT2S48 NET ¾" Kits, Blue Hose SnapFast	\$272.00	<Alternate>
ITEM TOTAL: <Alternate>				\$144,575.80

Item	Qty	Description	Sell	Sell Total
9	5 ea	CONVECTION OVEN, GAS	\$11,191.95	\$55,959.75
		Blodgett (Middleby) Model No. DFG-200-K12-ES SGL Convection Oven, gas, single-deck, bakery depth, capacity (5) 18" x 26" pans, (SSI-M) Solid State infinite Controls, 2-speed fan, interior light, simultaneous operated doors with glass, stainless steel front, sides & top, 25" stainless steel legs, 50,000 BTU, cETL, NSF, ENERGY STAR®		
	5 ea	NOTE: Draft diverter is not required for this oven		
	5 ea	DFG K12 Series warranty is five years part, five years labor and five year door (parts only)		
	5 ea	Start-Up option to all the convection and deck ovens (Does not included assembly or installation of any components) (NET)	\$300.00	\$1,500.00
	5 ea	Gas type to be determined		
	5 ea	115v/60/1-ph, 8.0 amps, 3/4 hp, 2-wire with ground, NEMA 5-15P, standard		
	5 ea	SSI-M Solid State infinite control with 60 min. manual timer		
	5 st	25" legs, adjustable, stainless steel (set), standard		
	5 ea	6" stem casters	\$172.66	\$863.30
	5 ea	NOTE: DO NOT deduct cost of standard legs		
	5 ea	Dormont 1675KIT2S48 3/4" Kits, Blue Hose SnapFast	\$272.00	\$1,360.00
	5 ea	DELIVERY Flat rate include:	\$1,725.00	\$8,625.00
		Handling in (5) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.		
ITEM TOTAL:				\$68,308.05

Item	Qty	Description	Sell	Sell Total
9.9	5 ea	CONVECTION OVEN, GAS	\$13,364.17	<Alternate>
				
		Blodgett (Middleby) Model No. DFG-200-ES SGL Convection Oven, gas, single-deck, bakery depth, capacity (5) 18" x 26" pans per compartment, Artisan touchscreen controls with meat probe, 2-speed fan, Oleophobic baking compartment liner, interior light, simultaneous operated doors with dual pane thermal glass windows sealed in stainless steel door frames and ergonomically friendly curved aluminum door handle, stainless steel front, sides & top, 25" stainless steel legs, 50,000 BTU, cETL, NSF, ENERGY STAR®		
	5 ea	NOTE: Draft diverter is not required for this oven		<Alternate>
	5 ea	3 year parts, 2 year labor and 2 additional year door warranty (parts only), standard		<Alternate>
	5 ea	Gas type to be determined		<Alternate>
	5 ea	115v/60/1-ph, 8.0 amps, 3/4 hp, 2-wire with ground, NEMA 5-15P, standard		<Alternate>
	5 ea	ARTISAN Artisan touchscreen control with meat probe, standard		<Alternate>
	5 st	25" legs, adjustable, stainless steel (set), standard		<Alternate>
	5 ea	DELIVERY Flat rate include: Handling in (5) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	<Alternate>
	5 ea	1675KIT2S48 3/4" Kits, Blue Hose SnapFast	\$272.00	<Alternate>
ITEM TOTAL: <Alternate>				\$76,805.85

Item	Qty	Description	Sell	Sell Total
10-11	5 ea	CONVECTION OVEN, ELECTRIC	\$5,803.16	\$29,015.80
		Blodgett (Middleby) Model No. ZEPH-100-E SGL Zephair Convection Oven, electric, single-deck, standard depth, capacity (5) 18" x 26" pans, (SSI-M) solid state infinite controls with 60 min. manual timer, two speed fan, dependent glass doors, interior light, stainless steel front, sides and top, 25" stainless steel legs, ETL, NSF, ENERGY STAR® (Ships within 5 days)		
	5 ea	2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard		
	5 ea	Start-Up option to all the convection and deck ovens (Does not included assembly or installation of any components) (NET)	\$300.00	\$1,500.00
	5 ea	208v/60/3-ph, 11.0 kW, 31.0 amps, direct, 1/2 hp, standard		
	5 ea	SSI-M Solid State infinite control with 60 min. manual timer		
	5 ea	VLF Hoodini Ventless Hood, for use with full-size/single convection ovens, 38-1/4"W, colored indicator lights, includes (1) filter, NSF, UL (MUST be purchased at time of original equipment order)	\$5,479.85	\$27,399.25
	5 ea	1 year parts & labor warranty, standard		
	5 st	25" legs, adjustable, stainless steel (set), standard		
		Item 11 quoted as accessory to item 10		
	5 ea	DELIVERY Flat rate include: Handling in (5) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$8,625.00
ITEM TOTAL:				\$66,540.05

Item	Qty	Description	Sell	Sell Total
12	2 ea	REACH-IN REFRIGERATOR Beverage Air Model No. RB12HC-1S Vista® Refrigerator, reach-in, one-section, 11.8 cu. ft., (1) hinged solid door, (4) adjustable wire shelves, LED interior lighting, aluminum interior, stainless steel front, gray coated steel sides, bottom-mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/6 HP, cULus, UL EPH Classified, UL-Sanitation	\$2,681.65	\$5,363.30
				
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	2 ea	115v/60/1-ph, 2.0 amps, cord with NEMA 5-15P		
	2 ea	Door hinged on right standard		
	2 ea	6" Heavy duty casters (2) locking, standard		
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$3,450.00
ITEM TOTAL:				\$8,813.30
13	2 ea	REACH-IN REFRIGERATOR Beverage Air Model No. RB44HC-1S Vista® Refrigerator, reach-in, two-section, 44 cu. ft., (2) lockable hinged solid doors, (6) adjustable wire shelves, LED interior lighting, aluminum interior, stainless steel front, gray coated steel sides, bottom-mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation	\$4,573.51	\$9,147.02
				
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	2 ea	115v/60/1-ph, 5.4 amps, cord with NEMA 5-15P		
	2 ea	Left door hinged left, right door hinged on right, standard		
	2 ea	6" Heavy duty casters (2) locking, standard		
	2 ea	DELIVERY Flat rate include: Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$3,450.00
ITEM TOTAL:				\$12,597.02

Item	Qty	Description	Sell	Sell Total
14	2 ea	REACH-IN REFRIGERATOR	\$9,382.23	\$18,764.46
		 Traulsen Model No. G30000 Dealer's Choice Refrigerator, Reach-in, three-section, 69.1 cu. ft., self-contained refrigeration, (6) half-height doors (hinged left/right/right), (3) epoxy coated shelves per section (factory installed), microprocessor control with LED display, LED interior lights, stainless steel front, anodized aluminum sides & interior, 6" high casters, R290 Hydrocarbon refrigerant, 1-1/4 HP, 115v/60/1-ph, 7.9 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
	2 ea	Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply, depending on the service requested (consult factory for details)		
	2 ea	6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details		
	2 ea	Casters, 6"H, locking (set of 4), standard		
		DEALER TO VERIFY M.E.P. CONNECTIONS AND ACCESSORIES PRIOR TO ORDERING		
	2 ea	DELIVERY Flat rate include:	\$1,725.00	\$3,450.00
		Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.		
ITEM TOTAL:				\$22,214.46

Item	Qty	Description	Sell	Sell Total
15	2 ea	REACH-IN REFRIGERATOR	\$7,958.25	\$15,916.50
		Beverage Air Model No. HBR72HC-1-G		
		Horizon Series Refrigerator, reach-in, three-section, 70.19 cu. ft. capacity, (1) center glass door right-hand hinged, (1) right glass door right-hand hinged, (1) left glass door left-hand hinged, (9) adjustable shelves, electronic control, LED interior lighting, digital display, adaptive defrost, stainless steel interior, exterior stainless steel front, sides & grille, galvanized back & bottom, bottom mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/2 HP, cULus, UL EPH Classified, UL-Sanitation		
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	2 ea	115v/60/1-ph, 6.2 amps, cord with NEMA 5-15P		
	2 ea	Left door hinged on left, center and right door hinged on right, standard		
	2 ea	6" Heavy duty casters (2) locking, standard		
	2 ea	DELIVERY Flat rate include:	\$1,725.00	\$3,450.00
		Handling in (2) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.		
ITEM TOTAL:				\$19,366.50

Item	Qty	Description	Sell	Sell Total
16	1 ea	COUNTER REFRIGERATOR True Mfg. - General Foodservice Model No. GDM-07-S-HC~FGD01  Refrigerated Merchandiser, countertop, True standard look version 01, (3) shelves, (1) Low-E thermal glass hinged door, LED interior lighting, door sign decal, stainless steel exterior, white aluminum interior with stainless steel floor, 2-1/2" legs, R290 Hydrocarbon refrigerant, 1/6 HP, 115v/60/1-ph, 1.9 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA, ENERGY STAR® 1 ea 7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics. 1 ea Self-contained refrigeration standard 1 ea Exterior: Stainless steel, standard 1 ea Door hinged right standard 1 ea Decal: S-TS-02 "TRUE stripe" graphic, standard 1 ea DELIVERY Flat rate include: Handling in (1) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$2,484.34	\$2,484.34
ITEM TOTAL:				\$4,209.34
17	1 ea	MOBILE HEATED CABINET Metro Model No. CST9-ASB  C5™ T-Series Transport Armour™ heavy-duty insulated mobile heated cabinet, full height, adjustable bottom load slides 3-2/5" OC, top mount analog thermometer & electro-mechanical thermostat (16) 18" x 26" or (32) 12" x 20" x 2-1/2" pan capacity, 304 stainless steel, foamed-in-place polyurethane insulation, maximum temperature 200°F, 6" casters, 120V/60/1, 1400 watts, 12 amps, NEMA 5-15P, cULus, NSF, ENERGY STAR® 1 ea 1 year warranty against manufacturing defects 1 ea DELIVERY Flat rate include: Handling in (1) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$8,876.50	\$8,876.50
ITEM TOTAL:				\$10,601.50

Item	Qty	Description	Sell	Sell Total
18	1 ea	MOBILE HEATED CABINET  Metro Model No. C5T9-DSB C5™ T-Series Transport Armour™ heavy-duty insulated mobile heated cabinet, full height, adjustable bottom load slides 3-2/5" OC, top mount solid state digital controls with mobile power (16) 18" x 26" or (32) 12" x 20" x 2-1/2" pan capacity, 304 stainless steel, foamed-in-place polyurethane insulation, maximum temperature 200°F, 6" casters, 120V/60/1, 1400 watts, 12 amps, NEMA 5-15P, cULus, NSF, ENERGY STAR®	\$9,891.50	\$9,891.50
	1 ea	1 year warranty against manufacturing defects		
	1 ea	DELIVERY Flat rate include: Handling in (1) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$1,725.00
ITEM TOTAL:				\$11,616.50
19	1 ea	CABINET, ENCLOSED, BUN / FOOD PAN  Cambro Model No. PCUPP615 Pro Cart Ultra™ Ambient Food Pan Carrier, non-electric, front loading, hot/cold holding for 4 hours, holds (16) 18" x 26" sheet pans, (32) 13" x 18" 1/2 size sheet pans, (32) GN 1/1 food pans (2-1/2" deep) (2-1/2" deep), (16) 15-3/4" x 23-1/2" trays, and (16) 16" x 16" x 2" pizza boxes, (2) gasket free magnetic quick-close doors, 4" nylon latches, menu pocket, 5 pairs of stainless steel Universal rails/compartments with 3" - 1-1/2" spacing, solar digital thermometer, molded-in handles, perimeter bumper, (4) 6" x 2" heavy duty casters (2 fixed, 2 swivel with brakes), polyethylene exterior, charcoal gray, cETLus, Made in USA	\$4,192.50	\$4,192.50
	1 ea	DELIVERY Flat rate include: Handling in (1) pieces of equipment, storage for up to 1 month and delivery to one school. Delivery includes 3 men, inside placement, uncrating, attaching legs/casters, placing ovens on stands and final placement. All packaging debris should be removed off site for disposal.	\$1,725.00	\$1,725.00
ITEM TOTAL:				\$5,917.50

Total

\$438,561.05



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Any and all damaged item(s) should be marked as such on delivery ticket and or refused and Grady's Restaurant and Bar Equipment should be notified immediately as to the extent of the damage so that we can address and work toward a solution immediately.

All packaging materials must be retained from damaged item(s) for freight inspector/adjuster claim.

Custom fabricated item(s) are not returnable. Buy-out item(s) may be returnable less the manufacturer's restocking fee, freight too and from, as well as any damages that may be incurred. The returned item(s) must be new and unused.

Credits for returned item(s) will only be given once the factory has issued credit to Grady's Restaurant and Bar Equipment

Freight is not included unless otherwise specified.

Price does not included fees, taxes, bond, permit, or licenses unless otherwise specified.

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