



**Spokane Public Schools**  
*excellence for everyone*

INVITATION TO BID ON:  
**PRODUCE FOR FRESH FRUITS & VEGETABLES  
GRANT AND SUMMER FEEDING PROGRAM**

BIDS ACCEPTED UNTIL:  
**2:00:00 P.M. PDT, Monday, August 16, 2021**

DATE: August 2021

BID NO.: 4-2122

SECTION I

TELEPHONE NO.: 509 / 354-7127

BUYER: PAM TATOSKY

**PRICES F.O.B.:**

Deliveries will be made to each of the participating sites in accordance with Section II, paragraph 6.

**STANDARD TERMS AND CONDITIONS**

**BID COMPLETION:** Bids must be completed insofar as possible on the enclosed bid document and must include an original signature by an authorized representative. Please complete bid identification and bid opening time and date on envelope provided and return white copy of the completed and signed bid document sealed therein to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. Bids received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of bids cannot be accepted unless otherwise indicated in the attached specifications.) Bids will be opened at the time and date designated above.

**BID QUOTATION:** Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless bid is designated "**all or none**", bidder may bid on any or all items. **Tie-ins** will be considered where advantageous. Prices quoted shall include all handling and packaging costs. Prices quoted for equipment shall include cost in instruction and service manuals where appropriate. Those submitting bids do so entirely at their own expense. There is no expressed or implied obligation by the District to reimburse any firm or individual for any costs incurred in preparing or submitting bids.

**ALTERNATES:** The District often uses manufacturer's brands or model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment; these items will be designated with "Do Not Substitute" and only the brand(s) listed will be considered. Brands of equal specification, quality, performance, and use will be considered on an "**or equal**" basis. Offerings of alternate quality or features may, at District's sole discretion, be considered on an "**alternate**" basis. All "**or equal**" bids or "**alternate**" bids must include complete description and/or descriptive literature with bid document.

**BID CHANGES OR WITHDRAWAL:** All changes and erasures must be made before bid opening time and initialed. Bidder may not withdraw their bid after the bid opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of the District Purchasing Director.

**ADDENDA TO THE BID:** All official clarifications or interpretations of the bid documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

**DELIVERY:** Required delivery dates are shown herein. Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by District personnel before final payment. At sole discretion of the District, **partial payments** may be made for partial deliveries.

**ACCEPTANCE/REJECTION:** The District reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District. Successful bidder shall enter into contract with the District within **ten days** from the date of purchase authorization from the District Board of Directors.

**SAMPLES:** In some cases samples will be requested to be furnished by bidder at no charge to the District to determine acceptability of an item. All samples with a value in excess of thirty dollars (\$30.00) will either be returned or purchased by the District. Bidder will be responsible for picking up such samples or arranging for their return.

**TAXES:** The District is not exempt from retail sales tax unless items ordered are food products purchased for human consumption.

*Hershey Enterprises*

**STATEMENT OF NON-DISCRIMINATION:** Spokane Public Schools complies with all federal and state laws and regulations and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation including gender identity, creed, Vietnam-era veteran or disabled veteran status. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX officer and/or Section 504/ADA coordinator, Title IX Officer, Steven Gering, (509) 354-7392 \* Section 504 Compliance Officer, Wendy Bleecker, (509) 354-7248 \* ADA Officer, Tennille Jeffries-Simmons, (509) 354-7291 \* Affirmative Action Officer, Ramon Alvarez (509) 354-7344\* 200 N. Bernard Street, Spokane, WA 99201-0201.

**EQUAL EMPLOYMENT:** Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the bidder agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

**ACCOMMODATIONS FOR THE DISABLED:** Individuals with disabilities who may need an accommodation to participate in a public bid opening meeting should contact the Director of Facilities Services and Maintenance office no later than three (3) days before the scheduled meeting to request an accommodation.

**MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Invitation to Bid.

**EMPLOYMENT PROHIBITION:** In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

**TOBACCO/DRUG/WEAPON PROHIBITION:** District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

**RECYCLED PRODUCTS:** The District encourages bidders to offer recycled products whenever they meet bid specifications and performance expectations. If recycled products are bid, they should be identified as such and indicate the percentage of post-consumer waste that the product contains.

**SAVE HARMLESS:** Bidder agrees to protect and save harmless the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

**AWARDS:** Successful bidders will be notified by the District via mail following purchase approval by the District Board of Directors.

**QUESTIONS:** Questions regarding bids should be directed to the Purchasing Department, (509) 354-7174.

**PRODUCE FOR THE FRUITS & VEGETABLES GRANT**  
**BID DOCUMENT**

FIRM NAME Ryan Hershey Enterprises, Inc.  
dba Penny's Salsa + Fresh Produce

Is your list of three references attached to this solicitation?

✓  
Yes      No

Is your sample invoice and billing statement included?

✓  
Yes      No

Is your company willing to allow districts who have entered into interlocal agreements with Spokane Public Schools access to the product pricing as submitted in this bid?

(Answering no to this question will not disqualify your firm from award consideration.)

✓  
Yes      No

Receipt of Addendum numbered N/A is hereby acknowledged.  
(fill in number of each addenda received)



Spokane Public Schools  
*excellence for everyone*

RETURN BID TO:

Purchasing Office  
2815 East Garland Ave.  
Spokane, WA 99207

FIRM NAME: Ryan Hershey Enterprises, Inc.  
ADDRESS: 1105 140th Ave. Court E.  
Sumner, WA 98390  
PHONE NO. 253-850-1856 FAX NO. 253-850-9544  
BY (Please Print): Dusty Brown  
TITLE: K-12 Program Manager  
EMAIL: dusty@pennyssalsa.com

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

PRODUCE ITEMS TO BE PURCHASED

- \* Quantities indicated are for evaluation purposes only and are based upon historic consumption. Quantities are not intended to predict future sales and do not indicate a minimum or maximum purchase quantity. Under "Other Items" list all other single serving packets available. Please provide a complete list of fruit and/or vegetable packets available from your firm with this bid document. The purpose of this Grant is to introduce lower-income students to fruits and vegetables they may not otherwise have the opportunity to explore.

<u>Qty*</u>	<u>Item</u>	<u>Order Units</u>	<u>Distributor's Cost before mark-up</u>		
100 cs	<b><u>EXAMPLE PRODUCE ITEM</u></b>	75 packet/case	\$ <u>24.75</u>	/	<u>case</u>
APPLES, SLICED:					
5 cs	Sweet Apple Slices, bulk	10 / 3 lb. bags	\$ <u>58.75</u>	/	<u>Case</u>
45 cs	Apple Slices, packets	100 / 2 oz.	\$ <u>34.45</u>	/	<u>Case</u>
250 cs	Apple Slices, packets	150 / 2 oz.	\$ <u>50.50</u>	/	<u>Case</u>
5 cs	Apple Slices, packets	100 / 4 oz.	\$ <u>67.20</u>	/	<u>Case</u>
110 cs	Apple Slice/Grape combo packets	150 / 2 oz.	\$ <u>36.00</u>	/	<u>Case</u>
APPLES, WHOLE:					
10 cs	Fuji, Extra Fancy, 138 ct.	Carton	\$ <u>24.95</u>	/	<u>Case</u>
25 cs	Fuji, Extra Fancy, 150 ct.	Carton	\$ <u>N/A currently</u>		<u>—</u>
5 cs	Gala, Extra Fancy, 125 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
15 cs	Gala, Extra Fancy, 138 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
5 cs	Golden, Extra Fancy, 125 ct.	Carton	\$ <u>22.95</u>	/	<u>Case</u>
35 cs	Golden, Extra Fancy, 138 ct.	Carton	\$ <u>22.95</u>	/	<u>Case</u>
5 cs	Granny, Extra Fancy, 125 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
25 cs	Granny, Extra Fancy, 138 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
5 cs	Red Delicious, Extra Fancy, 125 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
10 cs	Red Delicious, Extra Fancy, 138 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
10 cs	Red Delicious, Extra Fancy, 163 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
MISCELLANEOUS ITEMS:					
5 cs	Oranges, Fancy, 113 ct.	Carton	\$ <u>29.65</u>	/	<u>Case</u>
10 cs	Oranges, Fancy, 138 ct.	Carton	\$ <u>29.65</u>	/	<u>Case</u>
150 cs	Oranges Wedges, packets	100 / 3 wedge pkt	\$ <u>60.50</u>	/	<u>Case</u>
10 cs	Peach	Case ( _____ lbs)	\$ <u>26.25</u>	/	<u>Case</u>
35 cs	Pears, 135 ct.	Carton	\$ <u>33.98</u>	/	<u>Case</u>

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

August 2021  
 Bid No. 4-2122  
 SECTION III

<u>Qty*</u>	<u>Item</u>	<u>Order Units</u>	<u>Distributor's Cost before mark-up</u>		
OTHER ITEMS:		<u>64/202.</u>			
	Mini carrots, serving packets	Carton	\$ <u>33.30</u>	/	<u>Case</u>
	Celery sticks, serving packets	Carton	\$ <u>35.50</u>	/	<u>Case</u>
	Jicama slices/sticks, serving pack	Carton	\$ <u>41.50</u>	/	<u>Case</u>
	Sweet Potato slices, serving pack	Carton	\$ <u>32.50</u>	/	<u>Case</u>
	Cucumber coins, serving pack	Carton	\$ <u>44.00</u>	/	<u>Case</u>
	Grape clusters, serving pack	Carton	\$ <u>45.50</u>	/	<u>Case</u>
		Carton/Case	\$ _____	/	_____
	<u>See Attached For additional</u>	Carton/Case	\$ _____	/	_____
	<u>items</u>				

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

**PRODUCE FOR THE FRUITS & VEGETABLES GRANT**  
**BID DOCUMENT**

**NOTE:** See Sections I, II, III, and IV for complete instructions and specifications before quoting.

FIRM NAME Ryan Hershey Enterprises, Inc.  
dba Penny's Salsa + Fresh Produce

For furnishing in strict compliance with the attached specifications, all labor, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to provide the goods described therein, and for providing the fresh produce in strict compliance therewith, the pricing set forth herein below:

1. Minimum drop requirement per kitchen site \$ 600.00
2. The fixed fee per case for overhead/delivery/profit that will be added to the distributor's wholesale pricing.

Case Price	Fixed Fee Per Case
\$ 1.00 - \$ 10.00	\$ <u>2.50</u>
\$ 10.01 - \$ 20.00	\$ <u>2.50</u>
\$ 20.01 - \$ 30.00	\$ <u>2.50</u>
\$ 30.01 - \$ 40.00	\$ <u>2.50</u>
\$ 40.01 - \$ 50.00	\$ <u>2.50</u>
\$ 50.01 - \$ 75.00	\$ <u>2.50</u>
\$ 75.01 - \$100.00	\$ <u>2.50</u>
\$100.01 - \$150.00	\$ <u>2.50</u>
\$150.01 +	\$ <u>2.50</u>

\* Vendor must provide a current distributor's wholesale price list (as of August 1, 2021) for produce items listed in Section III.

Bids are subject to the requirements of Sections I, II, III, and IV furnished with this document. By signing, vendor affirms having read terms and conditions and specifications and agrees thereto and warrants that quotes supplied herein conform to specifications herein.

Attachments A, B & D must be returned with Section V, response document

Section III must also be completed and returned with response document

Is your firm an approved Department of Defense (DOD) produce provider?

DB  
(Initial)  
DB  
(Initial)  
☒ Yes ☐ No  
☒ Yes ☐ No

Is a complete list of produce offered by your company and each item's corresponding pricing included with your response?

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

## USDA CERTIFICATION REGARDING DEBARMENT

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the next page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## USDA CERTIFICATION REGARDING DEBARMENT (CONT)

Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON PREVIOUS PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ryan Hershey Enterprises, Inc. dba Penny's Salsa  
Organization Name

Bid # 4-2122 / Produce  
PR/Award Number or Project Name

Dusty Brown - K-12 Program Manager  
Name and Title(s) of Authorized Representative

  
Signature(s)

8-11-21  
Date

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT**

## MANUFACTURER'S PARTICIPATION IN A HACCP PROGRAM

Please list below the manufacturer and suppliers represented on your response and their status in implementing a HACCP program:

Manufacturer's / Supplier's Name	Address	Phone No.	Active HACCP Program	Program Being Drafted	No Program
Ryan Hershey Enterprises dba Penny's Salsa	1105 140th Ave. Court E. Spokane, WA 98390	253-850-1856	yes		

Also, provide a brief statement defining the HACCP Plan for your company: See Attached For  
Full PCHF (Preventative Control For Human Food) documentation

If Distributor has a private company that inspects its warehouses, please list that company:

Firm WAS, LLC (Primus Audit) - Audit attached  
Address 7621 Little Ave. Suite 200 Charlotte, NC 28226  
Phone No. 980-218-9151  
Contact Thomas Watkins

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT**

**STATEMENT OF NON-DISCRIMINATION:** Spokane Public Schools complies with all federal and state laws and regulations and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation including gender identity, creed, Vietnam-era veteran or disabled veteran status. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX officer and/or Section 504/ADA coordinator, Title IX Officer, Steven Gering, (509) 354-7392 \* Section 504 Compliance Officer, Wendy Bleecker, (509) 354-7248 \* ADA Officer, Tennille Jeffries-Simmons, (509) 354-7291 \* Affirmative Action Officer, Ramon Alvarez (509) 354-7344\* 200 N. Bernard Street, Spokane, WA 99201-0201.

**EQUAL EMPLOYMENT:** Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the bidder agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

**ACCOMMODATIONS FOR THE DISABLED:** Individuals with disabilities who may need an accommodation to participate in a public bid opening meeting should contact the Director of Facilities Services and Maintenance office no later than three (3) days before the scheduled meeting to request an accommodation.

**MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Invitation to Bid.

**EMPLOYMENT PROHIBITION:** In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract.

**TOBACCO/DRUG/WEAPON PROHIBITION:** District property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

**RECYCLED PRODUCTS:** The District encourages bidders to offer recycled products whenever they meet bid specifications and performance expectations. If recycled products are bid, they should be identified as such and indicate the percentage of post-consumer waste that the product contains.

**SAVE HARMLESS:** Bidder agrees to protect and save harmless the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

**AWARDS:** Successful bidders will be notified by the District via mail following purchase approval by the District Board of Directors.

**QUESTIONS:** Questions regarding bids should be directed to the Purchasing Department, (509) 354-7174.

**PRODUCE FOR THE FRUITS & VEGETABLES GRANT**  
**BID DOCUMENT**

FIRM NAME Ryan Hershey Enterprises, Inc.  
dba Penny's Salsa + Fresh produce

Is your list of three references attached to this solicitation?

✓  
Yes      No

Is your sample invoice and billing statement included?

✓  
Yes      No

Is your company willing to allow districts who have entered into interlocal agreements with Spokane Public Schools access to the product pricing as submitted in this bid?  
(Answering no to this question will not disqualify your firm from award consideration.)

✓  
Yes      No

Receipt of Addendum numbered N/A is hereby acknowledged.  
(fill in number of each addenda received)



Spokane Public Schools  
*excellence for everyone*

RETURN BID TO:

Purchasing Office  
2815 East Garland Ave.  
Spokane, WA 99207

FIRM NAME: Ryan Hershey Enterprises, Inc.  
ADDRESS: 1105 140th Ave. Court E.  
Sumner, WA 98390  
PHONE NO. 253-850-1856 FAX NO. 253-850-9544  
BY (Please Print): Dusty Brown  
TITLE: K-12 Program Manager  
EMAIL: dusty@pennysalsa.com

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

PRODUCE ITEMS TO BE PURCHASED

- \* Quantities indicated are for evaluation purposes only and are based upon historic consumption. Quantities are not intended to predict future sales and do not indicate a minimum or maximum purchase quantity. Under "Other Items" list all other single serving packets available. Please provide a complete list of fruit and/or vegetable packets available from your firm with this bid document. The purpose of this Grant is to introduce lower-income students to fruits and vegetables they may not otherwise have the opportunity to explore.

<u>Qty*</u>	<u>Item</u>	<u>Order Units</u>	<u>Distributor's Cost before mark-up</u>		
100 cs	<b><u>EXAMPLE PRODUCE ITEM</u></b>	75 packet/case	\$ <u>24.75</u>	/	<u>case</u>
APPLES, SLICED:					
5 cs	Sweet Apple Slices, bulk	10 / 3 lb. bags	\$ <u>58.75</u>	/	<u>Case</u>
45 cs	Apple Slices, packets	100 / 2 oz.	\$ <u>34.45</u>	/	<u>Case</u>
250 cs	Apple Slices, packets	150 / 2 oz.	\$ <u>50.50</u>	/	<u>Case</u>
5 cs	Apple Slices, packets	100 / 4 oz.	\$ <u>67.20</u>	/	<u>Case</u>
110 cs	Apple Slice/Grape combo packets	150 / 2 oz.	\$ <u>36.00</u>	/	<u>Case</u>
APPLES, WHOLE:					
10 cs	Fuji, Extra Fancy, 138 ct.	Carton	\$ <u>24.95</u>	/	<u>Case</u>
25 cs	Fuji, Extra Fancy, 150 ct.	Carton	\$ <u>N/A currently</u>		<u>—</u>
5 cs	Gala, Extra Fancy, 125 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
15 cs	Gala, Extra Fancy, 138 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
5 cs	Golden, Extra Fancy, 125 ct.	Carton	\$ <u>22.95</u>	/	<u>Case</u>
35 cs	Golden, Extra Fancy, 138 ct.	Carton	\$ <u>22.95</u>	/	<u>Case</u>
5 cs	Granny, Extra Fancy, 125 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
25 cs	Granny, Extra Fancy, 138 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
5 cs	Red Delicious, Extra Fancy, 125 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
10 cs	Red Delicious, Extra Fancy, 138 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
10 cs	Red Delicious, Extra Fancy, 163 ct.	Carton	\$ <u>25.95</u>	/	<u>Case</u>
MISCELLANEOUS ITEMS:					
5 cs	Oranges, Fancy, 113 ct.	Carton	\$ <u>29.65</u>	/	<u>Case</u>
10 cs	Oranges, Fancy, 138 ct.	Carton	\$ <u>29.65</u>	/	<u>Case</u>
150 cs	Oranges Wedges, packets	100 / 3 wedge pkt	\$ <u>60.50</u>	/	<u>Case</u>
10 cs	Peach	Case ( _____ lbs)	\$ <u>26.25</u>	/	<u>Case</u>
35 cs	Pears, 135 ct.	Carton	\$ <u>33.98</u>	/	<u>Case</u>

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

August 2021  
 Bid No. 4-2122  
 SECTION III

<u>Qty*</u>	<u>Item</u>	<u>Order Units</u>	<u>Distributor's Cost before mark-up</u>		
OTHER ITEMS:		<u>64/202,</u>			
	Mini carrots, serving packets	Carton	\$ <u>33.30</u>	/	<u>Case</u>
	Celery sticks, serving packets	Carton	\$ <u>35.50</u>	/	<u>Case</u>
	Jicama slices/sticks, serving pack	Carton	\$ <u>41.50</u>	/	<u>Case</u>
	Sweet Potato slices, serving pack	Carton	\$ <u>32.50</u>	/	<u>Case</u>
	Cucumber coins, serving pack	Carton	\$ <u>44.00</u>	/	<u>Case</u>
	Grape clusters, serving pack	Carton	\$ <u>45.50</u>	/	<u>Case</u>
	_____	Carton/Case	\$ _____	/	_____
	<u>See Attached For additional</u>	Carton/Case	\$ _____	/	_____
	<u>items</u>				

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

**PRODUCE FOR THE FRUITS & VEGETABLES GRANT**  
**BID DOCUMENT**

**NOTE:** See Sections I, II, III, and IV for complete instructions and specifications before quoting.

FIRM NAME Ryan Hershey Enterprises, Inc.  
dba Penny's Salsa + Fresh Produce

For furnishing in strict compliance with the attached specifications, all labor, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to provide the goods described therein, and for providing the fresh produce in strict compliance therewith, the pricing set forth herein below:

1. Minimum drop requirement per kitchen site \$ 600.00
2. The fixed fee per case for overhead/delivery/profit that will be added to the distributor's wholesale pricing.

Case Price	Fixed Fee Per Case
\$ 1.00 - \$ 10.00	\$ <u>2.50</u>
\$ 10.01 - \$ 20.00	\$ <u>2.50</u>
\$ 20.01 - \$ 30.00	\$ <u>2.50</u>
\$ 30.01 - \$ 40.00	\$ <u>2.50</u>
\$ 40.01 - \$ 50.00	\$ <u>2.50</u>
\$ 50.01 - \$ 75.00	\$ <u>2.50</u>
\$ 75.01 - \$100.00	\$ <u>2.50</u>
\$100.01 - \$150.00	\$ <u>2.50</u>
\$150.01 +	\$ <u>2.50</u>

\* Vendor must provide a current distributor's wholesale price list (as of August 1, 2021) for produce items listed in Section III.

Bids are subject to the requirements of Sections I, II, III, and IV furnished with this document. By signing, vendor affirms having read terms and conditions and specifications and agrees thereto and warrants that quotes supplied herein conform to specifications herein.

Attachments A, B & D must be returned with Section V, response document

Section III must also be completed and returned with response document

Is your firm an approved Department of Defense (DOD) produce provider?

DB  
(Initial)  
DB  
(Initial)  
☒ Yes ☐ No

Is a complete list of produce offered by your company and each item's corresponding pricing included with your response?

☒ Yes ☐ No

**PLEASE RETURN THIS FORM WITH YOUR RESPONSE DOCUMENTS.**

## USDA CERTIFICATION REGARDING DEBARMENT

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the next page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## MANUFACTURER'S PARTICIPATION IN A HACCP PROGRAM

Please list below the manufacturer and suppliers represented on your response and their status in implementing a HACCP program:

Manufacturer's / Supplier's Name	Address	Phone No.	Active HACCP Program	Program Being Drafted	No Program
Ryan Hershey Enterprises dba Penny's Salsa	1105 140th Ave. Court E. Spokane, WA 98390	253-850-1856	yes		

Also, provide a brief statement defining the HACCP Plan for your company: See Attached For Full PCHF (Preventative Control For Human Food) documentation

---



---

If Distributor has a private company that inspects its warehouses, please list that company:

Firm WAS, LLC (Primus Audit) - Audit attached  
Address 7621 Little Ave. Suite 200 Charlotte, NC 28226  
Phone No. 980-218-9151  
Contact Thomas Watkins

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT**

## USDA CERTIFICATION REGARDING DEBARMENT (CONT)

Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON PREVIOUS PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ryan Hershey Enterprises, Inc. dba Penny's Salsa  
Organization Name

Bid # 4-2122 / Produce  
PR/Award Number or Project Name

Dusty Brown - K-12 Program Manager  
Name and Title(s) of Authorized Representative

  
Signature(s)

8-11-21  
Date

THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT

## BID SUPPLEMENTAL FORM

### PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: Dusty Brown

Title: K-12 Program Manager

Phone Number: 503-708-9626

Email address: dusty@pennysalsa.com

### PART II: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed: 

Printed Name: Dusty Brown Title: K-12 Program Manager

Firm: Ryan Hershey Enterprises dba Penny's Salsa + Fresh Produce

**THIS FORM MUST BE RETURNED WITH THE ORIGINAL RESPONSE DOCUMENT**

Past Performance Reference #1	
Contractor Name	Ryan Hershey Enterprises DBA Penny's Salsa and Fresh Produce
Contractor Address	1105 140th Ave. Ct. E. Sumner, WA
Contractor Zip Code	98390
Contractor Telephone Number	253-850-1856
Contractor Email Address	<a href="mailto:dusty@pennyssalsa.com">dusty@pennyssalsa.com</a>
Contractee Name	US Foods
Contractee Address	2204 70th Ave. East Fife, WA
Contractee Zip Code	98424
Contractee Telephone Number	253-468-7970
Contractee Email Address	<a href="mailto:steven.millar@usfoods.com">steven.millar@usfoods.com</a>
Contract Number	Listed under Penny's Salsa & Fresh Produce - RePack
Type of Contract	Repack boxes and produce sales
Contract Dollar Value	N/A - This work is ongoing and has been consistent since 2010
Date of Award	Started project in 2010
Type/Extent of Subcontracting	Produce box sales, whole and fresh cut produce sales
Product/Service Description	Split cases and full cases of repacked fruit and vegetables
% of Work Completed by Your Company	100
Relevancy of Work	Repack and split case produce boxes
Date completed	Ongoing
Past Performance Reference #2	
Contractor Name	Ryan Hershey Enterprises DBA Penny's Salsa and Fresh Produce
Contractor Address	1105 140th Ave. Ct. E. Sumner, WA
Contractor Zip Code	98390
Contractor Telephone Number	253-850-1856
Contractor Email Address	<a href="mailto:dusty@pennyssalsa.com">dusty@pennyssalsa.com</a>
Contractee Name	Pasco School District
Contractee Address	3407 N. Stearman Avenue Pasco, WA
Contractee Zip Code	99301
Contractee Telephone Number	509-546-2836
Contractee Email Address	<a href="mailto:KBlair@pscd1.org">KBlair@pscd1.org</a>
Contract Number	FFVP and commercial purchases
Type of Contract	Fresh cut produce
Contract Dollar Value	Ongoing business

Date of Award	Ongoing business	
Type/Extent of Subcontracting	Fresh cut produce and delivery	
Product/Service Description	Variety of high quality fruits and vegetables packed for distribution	
% of Work Completed by Your Company		100
Relevancy of Work	Similar project to this bid	
Date completed	Ongoing business	
Past Performance Reference #3		
Contractor Name	Ryan Hershey Enterprises DBA Penny's Salsa and Fresh Produce	
Contractor Address	1105 140th Ave. Ct. E. Sumner, WA	
Contractor Zip Code		98390
Contractor Telephone Number	253-850-1856	
Contractor Email Address	<a href="mailto:dusty@pennyssalsa.com">dusty@pennyssalsa.com</a>	
Contractee Name	Sysco Seattle, Inc.	
Contractee Address	22820 54th Ave S, Kent, WA	
Contractee Zip Code		98032
Contractee Telephone Number	Office 206-721-4640 Cell 253-334-5037	
Contractee Email Address	<a href="mailto:Espinoza.Juan@sea.sysco.com">Espinoza.Juan@sea.sysco.com</a>	
Contract Number	Ongoing - Listed under Penny's Salsa and Fresh Produce	
Type of Contract	Repack tomatoes and other produce, fresh cut produce	
Contract Dollar Value	N / A Ongoing project since at least 2002	
Date of Award	Started around 2002	
Type/Extent of Subcontracting	Whole and fresh cut produce sales	
Product/Service Description	Split cases and full cases of repacked fruit and vegetables	
% of Work Completed by Your Company		100
Relevancy of Work	Repack and split case produce boxes	
Date completed	Ongoing	



Ryan Hershey Enterprises, Inc

Penny's Salsa  
1105 140th Ave Ct E  
Sumner, WA 98390

# Invoice

Date	Invoice #
8/11/2021	7448058

Bill To
Spokane Public Schools Dist. 81 Accounting 200 N. Bernard St. Spokane, WA 99201

Ship To
Arlington Elementary 6363 N. Smith. Spokane, WA 99208 Amara 509-354-2092

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Total Weight	Total Cases
Sample	Net 30	AB	8/11/2021				
Item Code	Description				Quantity	Price Each	Amount
Sample	Sample					0.01	0.01
Example							
Total						\$0.01	



Ryan Hershey Enterprises, Inc.  
dba Penny's Salsa

## Introduction

---

## 1.0 Introduction

### 1.1 Scope

Ryan Hershey Enterprises, Inc., dba Penny's Salsa (henceforth Company") manufactures a variety of salsa products, fruit and vegetable products and flavored dip and hummus products for distribution to wholesale markets.

This Preventative Control for Human Food (henceforth "PCHF") plans have been developed by the Company to address potential food safety hazards in the products. The plans are based on *Title 21 Code of Federal Regulations Part 117*. Questions about the contents of this program should be directed to the onsite PCHF Coordinator.

In addition, the following regulations enforced by the U.S. Food and Drug Administration have been used in developing the program:

- *Title 21 Code of Federal Regulations Part 101-Food Labeling.*
- *Food Allergen Labeling and Consumer Protection Act of 2004 (Title II of Public Law 108-282) August 2, 2004.*
- *Public Health Security and Bioterrorism Preparedness and Response Act of 2002.*

### 1.2 Facility

The Company is located at:

1105 140<sup>th</sup> Ave. Ct. East  
Sumner, Washington 98390

#### Contact Information:

Telephone Number:	(253) 850-1856
FAX Number:	(253) 850-5744
Website:	<a href="mailto:www.pennyssalsa@comcast.net">www.pennyssalsa@comcast.net</a>

The Company is registered with the U.S. Food and Drug Administration under the *Public Health Security and Bioterrorism Preparedness and Response Act of 2002*.

---

## 1.0 Introduction

### 1.3 Company's Commitment

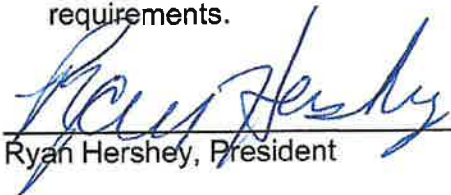
Founded in 1996, the Company is a reputable food manufacturing company. It is a family-owned company supported by a staff with more than 50-plus years of combined industry experience. The Company supplies a full line of fresh salsa food products, fruit and vegetable products and flavored dip and hummus products to markets nationwide.

From our beginning, the Company has been committed to providing customers with superior quality specialty products. The Company has been successful in establishing long-term business and personal relationships with companies and individuals that share and practice the mutual belief that honesty, integrity and reliability are very important to everyone's success. These relationships have allowed the Company to become one of the top selling food service company in North America.

Through a concentrated effort and determined purpose, the Company continually strives to provide better service, higher quality, new products, and faster response time to customers. At the same time, to meet the needs of the suppliers as a valuable, licensed and bonded customer.

The Company is committed to producing safe, legal and quality products that meet the expectations of our customers. This is demonstrated by senior management's commitment by:

- Maintaining customer confidence through our pledge to produce safe, quality and legal products.
- Providing the human and financial resources necessary to fully implement and continuously improve all aspects of the food safety and quality management programs.
- Ensuring that all programs are implemented and maintained through periodic reviews and effective communications with our customers, regulatory authorities, employees and independent third-party auditors.
- Maintaining and improving performance by addressing internal audits, third-party audits, regulatory inspections and customer feedback (including complaints) during management reviews.
- Ensuring compliance with the regulatory authorities, third-party audits and customer requirements.



---

Ryan Hershey, President

## 1.0 Introduction

### 1.4 Preventative Control for Human Food Team

The Preventative Control for Human Food Team consists of the following individuals:

- Ryan Hershey, President and Team Leader\*
- Jim English, Production Manager\*
- Darwin Garcia, Production Supervisor\*\*

The PCHF Team meets at least annually to reassess the food safety and quality management programs.

\* Basic HACCP trained

\*\* Preventative Controls Qualified Individual trained

---

## 1.0 Introduction

### 1.5 Reassessment

The Company's Preventative Controls for Human Foods plans must undergo a reassessment in accordance with the PCHF regulation at least annually, or as needed during the year when changes occur that potentially introduce new food safety hazards, including changes in:

- Products manufactured;
- Raw materials and other ingredients;
- Sources of raw materials;
- Product formulations;
- Processing methods;
- Equipment, including condition, function and design;
- Facility, including condition, function and design;
- Storage and distribution;
- Packaging activities;
- Labeling activities;
- Transportation practices;
- Intended use or reasonably foreseeable use;
- Sanitation, including employee hygiene
- Consumers of the finished product; and
- Company management.

In addition, the individual PCHF plans in the following sections must be signed and dated when changes occur or at least annually.

PRIMUSGFS AUDIT NUMBER: 214833  
CB REGISTRATION No.: WQS-PGFS-1591  
AUDIT DATE: Dec 04, 2020

Revision 1



## CERTIFICATE

Issued to:

### ORGANIZATION

**Ryan Hershey Enterprises Inc. dba Penny's Salsa**

1105 140th Ave Ct E Sumner, Washington 98390, United States

### OPERATION

**Penny Salsa**

1105 140th Ave Ct E Sumner, Washington 98390, United States

Operation type: PROCESSING

PRELIMINARY AUDIT SCORE:

**98%**

CERTIFICATE VALID FROM:

**Jan 22, 2021 To Jan 21, 2022**

FINAL AUDIT SCORE:

**99%**

WQS, LLC. certifies that this operation has complied with the applicable requirements of PrimusGFS Version 3.1

[See subsequent certificate page\(s\) for scope details](#)



#1225  
ISO/IEC 17065  
Product Certification Body



A QIMA Group Company

WQS, LLC. | Quail Plaza – 7621 Little Avenue, Suite 200, Charlotte,  
NC, 28226 | Charlotte North Carolina 28226 United States |  
[primusgfs@wqscert.com](mailto:primusgfs@wqscert.com) | 980.218.9151 |

Authorized by:  
Technical Manager  
**Thomas Reid Watkins**

PRIMUSGFS AUDIT NUMBER: 214833  
CB REGISTRATION No.: WQS-PGFS-1591  
AUDIT DATE: Dec 04, 2020

Revision 1



**CERTIFICATE VALID FROM:**

**Jan 22, 2021 To Jan 21, 2022**

**AUDIT TYPE:**

Announced Audit

**AUDIT SCOPE:**

Penny's Salsa is a processing facility that sorts, packs, repacks, fruits, and vegetables for resale in a 60,375 square foot facility, located in an industrial setting in the town of Sumner, Washington. There are up to 90 employees, at peak season, working 4, 10-hour shifts on a year-round schedule. There are several separate storage areas: 1 refrigerated production/processing area, 1 freezer, 1 dry storage area, and a cooled repackaging area. A finished product storage room that is emptied out daily. Fruits and vegetables are received and stored, as needed, and are sorted and repackaged, or packed to customer specifications, processed, and transported in company trucks or outside carrier. Fresh cut fruits and vegetables are washed in PAA for 45 seconds before being processed further. Cold rooms are clean and well maintained and are monitored 24/7 using a computerized monitoring program. Coconut is the only allergen processed on-site. On the day of the audit observed a small crew repackaging vegetables (Cabbage) from large 50# boxes, into smaller 10# packages for their customers, and a 50 person crew that was chopping, dicing, slicing, washing, rinsing, packing, and processing onions, tomatoes, peppers, and other herbs and spices into pico de gallo in a refrigerated packing room. Another small crew in this same room was peeling potatoes for resale, slicing apples, and slicing tomatoes for specialty packages.

**PRODUCTS:**

**PRODUCT(S) OBSERVED DURING AUDIT**

Vegetables, Processed (See Scope)

**Addendum(s) included in the audit:**

U.S. FDA FSMA Preventive Controls for Human Food.

Please refer to audit report to see score and commentary details



**Fruit / Veg. IW and Bulk**  
**Portions**  
**64 Ct. — 1/2 cup**



### August 2021 Fresh Fruit & Veggie Program Item info

August 2021 Fresh Fruit & Veggie Program Item info						
Item Description	2nd line description	Pack/size	Net Weight	Gross Weight	Shelf Life	Pricing
✓ Radish Coins	Radish Coins 1/4"	64/2oz	8lbs	9lbs	7 Days	\$44.50
✓ English Cucumber Coins	English Cucumber Coins 1/4"	64/2oz	8lbs	9lbs	6 days	\$46.50
✓ Fruit Mix	Cantaloupe, Honeydew and Grapes 1"	64/2oz	8lbs	9lbs	6 days	\$47.50
✓ Beet Sticks Striped	Beet Sticks Stripe 3/8" cut	64/2oz	8lbs	9lbs	9 Days	\$50.00
✓ Sugar Snap Peas	Sugar Snap Peas Whole	64/2oz	8lbs	9lbs	9 Days	\$71.00
✓ Veggie Mix	Baby Carrots, Celery Sticks and Grape Tomatoes	64/2oz	8lbs	9lbs	7 Days	\$45.00
✓ Pepper Tri Color Bell Strips	Yellow, Orange and Red Bell Peppers cut into 1/4" Strips	64/2oz	8lbs	9lbs	6 Days	\$62.00
✓ Jicama Sticks with Lime	Crisp tender tuber with a taste similar to an apple	64/2oz	8lbs	9lbs	7 Days	\$44.50
✓ Pineapple Chunks	Sweet Pineapple chunks for snacking	64/2oz	8lbs	9lbs	7 Days	\$51.00
✓ Butternut Squash Sticks	Great healthy snack cut into sticks	64/2oz	8lbs	9lbs	7 Days	\$45.25
✓ Carrot Coins	Great healthy snack cut into coins	64/2oz	8 lbs	9 lbs	9 days	\$35.80
✓ Honeydew Chunks	Sweet Honeydew chunks for snacking	64/2oz	8 lbs	9 lbs	6 days	\$43.00
✓ Cantaloupe Chunks	Sweet Cantaloupe chunks for snacking	64/2oz	8 lbs	9 lbs	6 days	\$43.00
Jicama Sticks bag pack	Crisp tender tuber with a taste similar to an apple	4/5 lb	20lbs	21lbs	7 days	\$67.00
Orange Wedges	Sweet oranges cut into wedges for snacking	4/5 lb	20lbs	21lbs	5 days	\$56.00

Yukon Gold Potato Sticks	A sweeter option for traditional potato dishes. Raw is a crispy sweet treat	4/5 lb	20lbs	21lbs	10 days	\$48.40
Beets Gold Sticks	A Crispy sweet snack. Cut into sticks for snacking.	4/5 lb	20lbs	21lbs	7 days	\$87.75
Orange Wheels	Sweet oranges cut into wheels for snacking	4/5 lb	20lbs	21lbs	5 days	\$62.45
Cantaloupe Chunks	Sweet Cantaloupe chunks for snacking	4/5 lb	20lbs	21lbs	6 days	\$58.00
Honeydew Chunks	Sweet Honeydew chunks for snacking	4/5 lb	20lbs	21lbs	6 days	\$58.00
Pineapple Chunks	Sweet Pineapple chunks for snacking	4/5 lb	20lbs	21lbs	6 days	\$83.00
Beets Chioggia striped	A Crispy sweet snack. Cut into sticks for snacking.	4/5 lb	20lbs	21lbs	9 days	\$95.00
Celery Sticks	Great healthy snack cut into sticks	4/5 lb	20lbs	21lbs	7 days	\$48.00
Red Sweet Apple Wedges	Sweet Red apples sliced for snacking	4/5 lb	20lbs	21lbs	10 days	\$54.00
Green Apple Wedges	Sweet/tart green apples sliced for snacking	4/5 lb	20lbs	21lbs	10 days	\$59.00
Red / Green pepper sticks	Sweet Red & Green pepper slices for snacking	4/5 lb	20lbs	21lbs	6 days	\$78.00
Winter Roasting Mix	Rutabaga Parsnip Turnip Carrot Butternut Squash	6/2.5lb	15lbs	16.5lbs	7 Days	\$56.50
Butternut Squash Sticks	Great healthy snack cut into sticks	4/5 lb	20 lbs	21 lbs	7 days	\$65.50
HoneyCrisp apple 113ct	Super Sweet apple	113ct	40lbs	43lbs	15 Days	Call



	8/12/2021	Case Price
Anaheim Pepper 20lb		\$26.95
Anise 24ct		\$22.00
Asparagus Standard 11#		\$27.50
Avocado 40's Breakers		\$68.20
Avocados 60		\$63.80
Avocados 70		\$43.73
Banana Green Tips 40lb		\$27.78
Banana Petite		\$20.90
Banana Plantain 50#		\$35.75
Bananas Green 40lb		\$25.14
Basil 1#		\$10.18
Beans Green ****15lb****		\$31.35
Beet Gold		\$26.13
Beet Red		\$15.95
Beet OG Gold		\$28.05
Beet OG Red		\$28.05
Beets Striped		\$31.63
Berries Blue 12/4oz.		\$24.15
Berries Rasp 12-1/2pt		\$40.65
Berries Straw 8/1#		\$26.95
Berry Black		\$33.55
Bok Choy 25lb		\$23.65
Bok Choy Baby		\$59.13

Broccoli Buds 6/3#	\$36.25
Broccoli Bunch	\$25.58
Broccoli Crown 20lb	\$25.58
Broccolini 10#	\$34.65
Brussel Sprouts 25#	\$60.50
Butternut squash	\$23.65
Cabbage Green 50-55lb	\$19.25
Cabbage Nappa 50#	\$29.15
Cabbage Red 40-45#	\$23.10
Cabbage Savoy 30#	\$28.60
Cantaloupe 12s	\$24.75
Cantaloupe 9's	\$25.85
Carrots 10/5#	\$28.60
Carrots Jumbo 25lb	\$16.78
Cauliflower 12ct	\$22.55
Celery 24's	\$23.38
Cilantro 30ct	\$21.45
Cilantro 60ct	\$39.60
Collard Green	\$20.90
Corn Yellow	\$22.55
Cuc's 24ct	\$16.50
Cuc's 36ct	\$18.70
Cuc's 72	\$35.20
Cucs English 12's	\$17.05
Cuc's Mini 20#	\$40.70
Daikon 20#	\$20.35
Danish (acorn squash)	\$28.55
Egg plant 18	\$34.10
Egg plant 24	\$33.00
Garlic peeled 20lb Chinese	\$74.80
Garlic Whole 30lb Colossal	\$108.63

Ginger 30#	\$50.60
Grapefruit 48ct	\$51.15
Grapes Green Seedless	\$45.65
Grapes Red Seedless 16####	\$42.85
Honey Dew 6ct	\$20.35
Horseradish root 3#	\$17.05
Jalapenos 40lb	\$25.85
Jicama35#	\$25.85
Kale	\$19.25
Kale Dino	\$25.85
Leeks 12ct-wash.	\$29.43
Lemon 140ct Fancy	\$56.65
Lemon Grass #5	\$30.25
Lettuce Green Leaf 24ct	\$15.95
Lettuce Iceberg 24ct Liner	\$25.85
Lettuce Red Leaf 24ct	\$15.95
Lettuce Romaine 24ct*****	\$18.70
Lettuce Romaine Hearts 48ct	\$29.15
Lettuce Salad Mix 80/20	\$20.90
Limes 110's	\$54.45
Limes 200ct	\$43.84
Limes 230/250ct	\$39.05
Mango 10/12ct	\$10.73
Mushroom Potabella	\$24.75
Mushroom Sliced Cermini	\$15.95
Mushrooms Sliced 10lb B	\$20.35
Mustard Green 24ct	\$20.35
Onion Cipollini 10#	\$29.65
Onion Colossal 50#	\$14.85
Onion Green 48ct	\$20.63
Onion Spring	\$32.73

Onion Red 25# #1's	\$11.55
Onion White 50lb	\$21.45
Onion Yellow #1 50lb	\$12.65
Onion Sweet 40#	\$26.40
Papaya Green	\$48.95
Parsley 60ct	\$23.10
Parsley Italian 60ct	\$23.10
Parsnips 20#	\$40.43
Pear Green	\$52.25
Pear Red 22#	\$31.35
Pepper Green Choice lg.25lb	\$23.10
Pepper Green XL 25lb	\$26.95
Pepper Green Med.	\$25.30
Pepper Habanero	\$34.10
Pepper mini 12/1#	\$35.48
Pepper Orange HH 11#	\$19.80
Pepper Red Choice 25lb	\$28.05
Pepper Red HH 11#	\$16.50
Pepper Yellow Choice	\$47.58
Pepper Yellow HH 11#	\$17.60
Pineapple 6/7ct	\$18.15
Poblanos/Pasilla 22#	\$24.20
Potato Fingerling 20#	\$39.05
Potato Fingerling Rainbow 20#	\$39.33
Potato Idaho 80ct.	\$20.85
Potato Purple A	\$53.35
Potato Purple C's	\$49.45
Potato Red B's 50lb	\$30.75
Potato Red C's 50lb	\$39.05
Potato Russet 40	\$26.35
Potato Russet 50/60	\$30.80

Potato Sweet Med. 40lb	\$29.15
Potato Yukon Bakers 50#	\$32.95
Potato Yukon B's 50lb	\$26.35
Potato Yukon C's	\$48.35
Radicchio 10#	\$18.98
Radish 25#	\$23.10
Rutabaga 25lb	\$28.05
Serranos 40lb*****	\$36.85
Shallots Whole 8/5lb	\$129.80
Snow Peas 10lb	\$31.35
Spaghetti Squash 40lb	\$29.65
Spinach Stemless 4/2.5	\$25.30
Spinach Stem on 4/2.5	\$21.45
Sugar Peas 10lb	\$36.85
Swiss Chard	\$21.95
Tomatillo 40lb	\$35.75
Tomatillo 4Peeled 40#	\$72.60
Tomato Hierloom	\$32.95
Tomato #2 Roma	\$13.20
Tomato #2 Round	\$14.30
Tomato 25lb LG Bulk	\$16.50
Tomato 25lb XL Bulk	\$16.50
Tomato 4X5 2 layer	\$25.85
Tomato 5X5 2 layer	\$25.85
Tomato Cherry 12/1pt (Open Flat)	\$31.90
Tomato Roma 25lb #1	\$19.25
Tomatoes Grape 1pt	\$23.65
Turnip	\$27.50
Watermelon5/6ct	\$43.45
Yams Jumbo 40lb	\$28.05
Yams Med 40lb	\$28.05

Yams Red 40lb	\$35.48
Yellow Squash Med/Fcy 25lb	\$27.50
Zucchini Medium/Fancy 25lb	\$23.10

# PENNY'S SALSA



## FRESH PRODUCE



## Blends



Asian Blend



Rainbow Slaw



Stir-Fry Blend



Tri Color Beets



Winter Roasting



Denver Mix



Summer Roasting



Fajita Mix



Salsa Blend



- Kirkland – Redmond – Puyallup – Gig Harbor  
– Tacoma – Federal Way – Tumwater



....also found at local farm stands and independent grocers (Thriftway, IGA, etc.)

Store locator is available on our website : [www.pennysalsa.com](http://www.pennysalsa.com)



1996 S. Geiger Blvd. – Spokane, Washington 99224-5498 – 509-455-8970



## **PRODUCE FOR FRESH FRUITS & VEGETABLES GRANT AND SUMMER FEEDING PROGRAM BID NO.: 4-2122**

~~~~~

*Spokane Produce is an independent family owned and operated company. We have been in business since the early 1940's, providing the finest quality produce available and the highest level of customer service in the Northwest. We believe in a sincere and honest partnership with our customers and realize that this relationship is what fosters growth and cooperation between a customer and a sales person and the company he represents. At Spokane Produce, we take great pride in being the market leader and trendsetter when it comes to all aspects of the produce industry. In addition, we are committed to assisting our customers to excel in the same manner. This gives them the ability to provide their customers with the highest level of quality and service.*

~~~~~



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2021

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).

<b>PRODUCER</b> <b>Risk Sure Advisors</b> <b>719 River Road, Suite B</b> <b>Puyallup, WA 98371</b> <b>License #: 106544</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Kelly J. Hurley</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (253)848-9900</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> kjh@risksureadvisors.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Western National Assurance Company</td> <td style="text-align: right;"><b>24465</b></td> </tr> <tr> <td><b>INSURER B:</b> Western National Mutual Ins Co</td> <td style="text-align: right;"><b>15377</b></td> </tr> <tr> <td><b>INSURER C:</b> Western National Mutual Insurance Company</td> <td style="text-align: right;"><b>15377</b></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Kelly J. Hurley		<b>PHONE (A/C, No, Ext):</b> (253)848-9900	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> kjh@risksureadvisors.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Western National Assurance Company	<b>24465</b>	<b>INSURER B:</b> Western National Mutual Ins Co	<b>15377</b>	<b>INSURER C:</b> Western National Mutual Insurance Company	<b>15377</b>	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b> Kelly J. Hurley																					
<b>PHONE (A/C, No, Ext):</b> (253)848-9900	<b>FAX (A/C, No):</b>																				
<b>E-MAIL ADDRESS:</b> kjh@risksureadvisors.com																					
<b>INSURER(S) AFFORDING COVERAGE</b>																					
<b>INSURER A:</b> Western National Assurance Company	<b>24465</b>																				
<b>INSURER B:</b> Western National Mutual Ins Co	<b>15377</b>																				
<b>INSURER C:</b> Western National Mutual Insurance Company	<b>15377</b>																				
<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> <b>Ryan Hershey Enterprises, Inc. DBA Penny's Salsa</b> <b>Ryan Hershey Enterprises, Inc. DBA American Produce Express</b> <b>1105 140th Ave Ct E</b> <b>Sumner, WA 98390</b>																					

**COVERAGES**
**CERTIFICATE NUMBER: 00018161-732272**
**REVISION NUMBER: 29**

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>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR         </div> <div style="margin-left: 20px;">           GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC         </div> <div style="margin-left: 20px;">           OTHER:         </div>		<b>Y</b>	<b>CPP 1248183 01</b>	<b>10/07/2021</b>	<b>10/07/2022</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ <b>1,000,000</b></td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ <b>1,000,000</b></td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ <b>5,000</b></td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ <b>1,000,000</b></td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ <b>2,000,000</b></td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ <b>2,000,000</b></td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ <b>1,000,000</b>	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>1,000,000</b>	MED EXP (Any one person)	\$ <b>5,000</b>	PERSONAL & ADV INJURY	\$ <b>1,000,000</b>	GENERAL AGGREGATE	\$ <b>2,000,000</b>	PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>		\$
EACH OCCURRENCE	\$ <b>1,000,000</b>																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>1,000,000</b>																				
MED EXP (Any one person)	\$ <b>5,000</b>																				
PERSONAL & ADV INJURY	\$ <b>1,000,000</b>																				
GENERAL AGGREGATE	\$ <b>2,000,000</b>																				
PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>																				
	\$																				
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div>			<b>CPP 1246977 01</b>	<b>10/07/2021</b>	<b>10/07/2022</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ <b>1,000,000</b></td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <div style="margin-left: 20px;"> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE         </div> <div style="margin-left: 20px;"> <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b> </div>			<b>UMB 1041983 01</b>	<b>10/07/2021</b>	<b>10/07/2022</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ <b>5,000,000</b></td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ <b>5,000,000</b></td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ <b>5,000,000</b>	AGGREGATE	\$ <b>5,000,000</b>		\$								
EACH OCCURRENCE	\$ <b>5,000,000</b>																				
AGGREGATE	\$ <b>5,000,000</b>																				
	\$																				
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b>	<b>N/A</b>	<b>CPP 1248183 01</b>	<b>10/07/2021</b>	<b>10/07/2022</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td style="text-align: right;"><b>Stop Gap</b></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ <b>1,000,000</b></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ <b>1,000,000</b></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ <b>1,000,000</b></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	<b>Stop Gap</b>	E.L. EACH ACCIDENT		\$ <b>1,000,000</b>	E.L. DISEASE - EA EMPLOYEE		\$ <b>1,000,000</b>	E.L. DISEASE - POLICY LIMIT		\$ <b>1,000,000</b>		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	<b>Stop Gap</b>																			
E.L. EACH ACCIDENT		\$ <b>1,000,000</b>																			
E.L. DISEASE - EA EMPLOYEE		\$ <b>1,000,000</b>																			
E.L. DISEASE - POLICY LIMIT		\$ <b>1,000,000</b>																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Spokane Public Schools is listed as additional insured as required per written contract.**

**CERTIFICATE HOLDER**
**CANCELLATION**

**Spokane Public Schools District 81**  
**Attn: Accounting**  
**200 N Bernard St**  
**Spokane, WA 99201**

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

(KJH)

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS –  
OPERATIONS AND COMPLETED OPERATIONS –  
WITH ADDITIONAL INSURED REQUIREMENT  
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. Additional Insured – Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**B. With respect to Additional Insured - Operations**, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. Additional Insured – Completed Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

### 3. Primary and Noncontributory

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

#### Primary And Noncontributory Insurance

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

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

### 4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet .....	2
Property Damage Liability	
• Elevators .....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception .....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence .....	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000 .....	4
• Loss of Earnings Up To \$500/Day .....	4
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee .....	4
• Newly Formed Or Acquired Organizations For Up To 180 Days .....	4
• Blanket Additional Insured – Vendors – As Required By Contract .....	4
• Blanket Additional Insured – Lessor Of Leased Equipment .....	6
• Blanket Additional Insured – Managers Or Lessors Of Premises .....	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations .....	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises .....	8
Damage To Premises Rented To You – \$300,000 .....	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations .....	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended .....	9
• Unintentional Failure To Disclose Hazards .....	9
• Waiver of Subrogation .....	10
Insured Contract Amended .....	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication .....	10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item 2. Exclusions, Paragraph g. is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

**B. Damage To Property Coverage Extensions**

Item 2. Exclusions, Paragraph j. is replaced by the following:

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

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

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

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

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

#### **C. Damage To Premises Rented To You**

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

### **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

#### **D. Personal And Advertising Injury**

Item 2. **Exclusions** is amended by replacing Subparagraphs b. and c. with the following:

##### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

##### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

#### **E. Supplementary Payments – Coverages A and B**

Item 1. is amended by replacing Subparagraphs b. and d. 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 the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

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

The following are added:

### C. Blanket Additional Insured – Vendors – As Required By Contract

- 1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Subparagraphs (4) or (6); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
  - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
  - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. 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.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to 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.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to 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; or

- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

### **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

#### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by 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 by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

#### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
  - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS**

#### **A. Knowledge Of Occurrence**

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim 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; or
  - (4) A member or manager, if you are a limited liability company.

#### **B. Other Insurance**

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### **C. Unintentional Failure To Disclose Hazards**

Item 6. **Representations** is replaced by the following:

##### **6. Representations And Unintentional Failure To Disclose Hazards**

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **D. Waiver of Subrogation**

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### **SECTION V – DEFINITIONS AMENDMENTS**

##### **A. Insured Contract Amended**

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

##### **B. Personal And Advertising Injury Redefined**

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

## BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.  
However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
  - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
  - (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
  - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - (4) does not apply to an "insured" under any other automobile liability policy, or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.
- f. 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.

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

##### **B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

##### **C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
<b>Reimbursement</b>			

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

**B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**C. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

**D. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**E. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

## F. Rental Reimbursement

### SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

#### 6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

## G. Accidental Airbag Deployment Coverage

### SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

#### 7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

## H. Auto Loan/Lease Gap Coverage

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage,** is amended by adding the following:

#### 8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

#### **SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

##### **A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" 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; or
- (4) A member or manager, if you are a limited liability company.

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

##### **B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

##### **C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud,** is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

##### **D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,** paragraph **b.** is deleted and replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow.
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "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".