

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Snellings Walters Insurance Agency		NAMED INSURED Commercial Stainless Fabricators Inc; Foodservice Sustainability Solutions LLC	
POLICY NUMBER SEE PAGE 1		4986 Canton Road Marietta, GA 30066	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Policy Forms:**General Liability:**

Form# IL 19 (04/2017) - Manufacturers' Optimum Endorsement

Auto:

Form# AKK376 (10/2016) - Business Auto Optimum Plus

Work Comp:

Form# WC 00 03 13 (04/84) - Waiver of Our Right To Recover From Others Endorsement

Endorsement

IL 19

Policy Number: CPP 2876033

Manufacturers' Optimum Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS COMPUTER COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location. If a limit is shown elsewhere in the policy for any of these coverages, then that limit applies in addition to the limits shown below. If a different deductible amount is shown in the policy for any of these coverages, then that deductible will be the applicable deductible.

A separate limit of \$500,000 applies on a **Per Loss Aggregate** basis to those coverages shown below that are designated **PLA**. This **Per Loss Aggregate** Limit applies separately at each location designated on the policy Declarations. At the time of loss, the first Named Insured may elect to apportion this **Per Loss Aggregate** Limit of Insurance to any one or any combination of those coverages, but under no circumstances will the aggregate apportionment be permitted to exceed \$500,000 at any one designated location. For complete details of the coverages provided, refer to the specific policy language.

BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO THE PER LOSS AGGREGATE

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
PLA	Property Deductible	Accounts Receivable	10
PLA	None	Claim Expense	11
PLA	Property Deductible	Computer	19
PLA	Property Deductible	Consequential Loss Assumption	16
PLA	Property Deductible	Fine Arts Not Held For Sale	16
PLA	None	Fire Department Service Charge	6
PLA	Property Deductible	Mobile Equipment On Premises	17
PLA	Property Deductible	Personal Effects And Property Of Others (Maximum Of \$1,000 Per Employee For Loss Or Damage By Theft)	13
PLA	None	Recharge Of Fire Protection Equipment	10

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
10% of Loss Subject To PLA	None	Reward Payment	9
PLA	Property Deductible	Utility Services - Direct Damage	17
PLA	Property Deductible	Valuable Papers And Records (Other Than Electronic Data)	14

BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO A SPECIFIC LIMIT OF INSURANCE

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$50,000 Building	Property Deductible	Appurtenant Structures	18
\$5,000 BPP	Property Deductible	Appurtenant Structures	18
\$10,000	Property Deductible	Backup Of Sewer And Drains	12
\$25,000	Property Deductible	Brands And Labels	17
\$10,000	Property Deductible	Business Personal Property Temporarily In Portable Storage Units	15
\$25,000	None	Computer And Funds Transfer Fraud	13
Included in BPP Limit	Property Deductible	Contents Of Fuel Storage Tanks	6
\$25,000 Per Occurrence; \$100,000 Annual Aggregate	Property Deductible	Contractual Penalties	12
\$250,000	Property Deductible	Dies, Patterns And Molds	19
\$50,000	None	Employee Theft Including ERISA	12
\$25,000	None	Forgery Or Alteration	12
10% of Bldg. up to \$250,000	Property Deductible	Foundations Of Machinery And Equipment	12
Included In Building Limit	Property Deductible	Fuel Storage Tanks	6
\$1,000	None	Lock And Key Replacement	12
\$25,000 In/Out	None	Money And Securities	10
\$1,000,000	Property Deductible	Newly Acquired Or Constructed Property - Building - 180 Days To Report	13

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$500,000	Property Deductible	Newly Acquired Or Constructed Property - Business Personal Property - 180 Days To Report	13
\$5,000	Property Deductible	Non-Owned Detached Trailers	15
Included	Property Deductible	Ordinance Or Law Contingent Liability	8
\$50,000	Property Deductible	Ordinance Or Law Increased Cost Of Construction	8
\$50,000	Property Deductible	Ordinance Or Law Demolition Cost	8
\$25,000	Property Deductible	Outdoor Property	16
\$25,000	Property Deductible	Pollutant Clean-up	6
\$25,000	Property Deductible	Precious Metals	19
Included	Property Deductible	Premises Redefined To 1,000 Feet	6
90 Days	None	Preservation Of Property	6
\$100,000 \$25,000 per Salesperson	Property Deductible	Property In Transit	14
\$100,000-\$25,000 per Salesperson	Property Deductible	Property Off-premises	14
25% Of BPP Subject To PLA	Property Deductible	Seasonal Increase	19
Included	Property Deductible	Selling Price Valuation Of Stock	19
\$25,000	Property Deductible	Signs Whether Attached To A Building Or Not	19
\$50,000	Property Deductible	Spoilage	17

COMMERCIAL GENERAL LIABILITY COVERAGES

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Additional Insured - Lessor Of Leased Equipment	27
Included	None	Additional Insured - Manager Or Lessor Of Premises	28
Included	None	Additional Insured - Required By Contract	26

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Additional Insured - Vendors	28
Included	None	Aggregate Limit Per Location	25
Included	None	Blanket Primary And Noncontributory	31
Included	None	Broad Form Named Insured	26
Included	None	Coverage For Injury To Leased Workers	20
\$300,000	None	Damage To Premises Rented To You - Increased Limit	20
\$25,000	None	Damage To Your Products	22
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined	31
\$10,000	None	Electronic Data Liability	30
Included	None	Expected Or Intended Injury	20
Included	None	Incidental Medical Malpractice	29
Included	None	Liberalization Clause	32
\$25,000 Each Occurrence/\$50,000 Aggregate	\$250	Limited Care, Custody Or Control Coverage	23
\$5,000 Each Occurrence	\$100	Lost Key Coverage	21
\$10,000	None	Medical Payments	30
Included	None	Mobile Equipment Redefined To 1,000 Pounds	32
Included	None	Newly Formed Or Acquired Organizations - 180 Days To Report	29
Included	None	Non-Owned Aircraft Hired, Chartered Or Loaned With Paid Crew	20
Included	None	Non-Owned Watercraft Redefined To 51 Feet	20
\$25,000	None	Property Damage To Borrowed Equipment	22
\$25,000	None	Property Damage To Customers Goods	22

Grange Indemnity Insurance Co.
P.O. Box 1218
Columbus, Ohio 43216-1218

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$2,500	None	Supplementary Payments Increased Limits - Bonds	26
\$500 per day	None	Supplementary Payments Increased Limits - Earnings	26
Included	None	Unintentional Failure To Disclose Hazards	32
\$5,000 Each Occurrence/ \$25,000 Aggregate	\$250	Voluntary Property Damage	24
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	31

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The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

I. The following amends specified provisions stated under Section A. Coverage:

1. Item 1. Covered Property a. Building (5)(b) is replaced with the following:

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

2. The following is added under item a. Building as Covered Property:

(6) Fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

3. The first paragraph of item 1. Covered Property b. Your Business Personal Property is replaced with the following:

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

4. The following is added under item b. Your Business Personal Property:

(8) Contents of any fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

(9) Personal Property Of Others that is:

(a) In your care, custody or control; and

(b) located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the building or structure

or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

5. Item 1.c. Personal Property Of Others is deleted.

II. The following amends specified provisions stated under Section A. Coverage 4. Additional Coverages:

1. Item b. Preservation Of Property (2) is replaced with the following:

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

2. Item c. Fire Department Service Charge is replaced with the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

3. The last paragraph of item d. Pollutant Clean-up And Removal is replaced with the following:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

4. Item e. Increased Cost Of Construction is replaced in its entirety with the following:

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e. Ordinance Or Law

(1) The coverages provided by this endorsement apply only if (1)(a) and (1)(b) are satisfied and they are then subject to the qualifications set forth in (1)(c).

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

(b)(i) The building sustains direct physical damage that is covered under this policy and as a result of such damage you are required to comply with the ordinance or law; or

(ii) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.

(iii) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then

there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

(c) In the situation described in (1)(b)(ii) above, we will not pay for the full amount of loss otherwise payable under the terms of the coverages provided by this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical loss bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this endorsement.

(2) We will not pay under this endorsement for:

(a) Enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence of, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

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

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(3) Coverage

- (a) With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires the demolition of undamaged parts of the same building.

This Additional Coverage is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. This does not increase the Limit of Insurance.

- (b) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(b)** is \$50,000 at each described premises. This is additional insurance.

- (c) (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
- (i) Repair or reconstruct damaged portions of that building; and/or
 - (ii) Reconstruct or remodel undamaged portions of that building, whether or not

demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (i) This additional coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

- (2) When a building is damaged or destroyed and **e.(3)(c)(1)** applies to that building, coverage for the increased cost of construction also applies to repair or reconstruction of the following subject to the same conditions stated in **e.(3)(c)(1)**:

- (i) The cost of excavations, grading, backfilling and filling;
- (ii) Foundation of the building;
- (iii) Pilings; and
- (iv) Underground pipes, flues and drains.

The items listed in (2)(i) through (2)(iv) above are deleted from Property Not Covered, but only

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with respect to the coverage described in this provision (c)(2).

We will not pay for the increased cost of construction:

- (i) Until the property is actually repaired or replaced, at the same or another premises; and
- (ii) Unless repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(c)** is \$50,000 at each described premises. This is additional insurance.

- (4) If the property is repaired or replaced at the same premises or you elect to rebuild at another premises, we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and
 - (b) The increased cost to repair, rebuild or construct the property at the same premises.
- (5) If the ordinance or law requires relocation to another premises we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and
 - (b) The increased cost to rebuild or construct the property at the new premises.

(6) Neither the Coinsurance Additional Condition nor a deductible applies to e.(3)(b) and e.(3)(c).

(7) The terms of this Additional Coverage apply separately to each covered building.

(8) Under this Additional Coverage we will not pay for costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was damaged; and
- (b) You failed to comply with.

(9) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, or Valuation Conditions, to the extent that such exclusions or limitations would conflict with the provisions of this Additional Coverage.

5. The following Additional Coverages are added:

f. Arson, Theft And Vandalism Rewards

We will pay on behalf of the insured for information which leads to a conviction in connection with:

- (1) A fire loss covered under this policy caused by arson;
- (2) An actual or attempted theft of Money or other Covered Property; or
- (3) A vandalism loss to the described premises.

The limit for this Additional Coverage is the actual amount of the reward payment but not greater than 10% of the actual loss, subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

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This is additional insurance. The Coinsurance Additional Condition and Deductible do not apply to this Additional Coverage.

g. Recharge Of Fire Protection Equipment

We will pay your cost to recharge or replace, whichever is less, your fire extinguishers or automatic fire protection equipment when they are discharged as a result of fighting a fire caused by a Covered Cause of Loss, on or within 1,000 feet of the described premises.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

No Deductible applies to this Additional Coverage.

h. Money And Securities

Refer to **Insuring Agreements 3. Inside The Premises - Theft Of Money And Securities** and **5. Outside The Premises** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage.

The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 3** and \$25,000 for **Insuring Agreement 5** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 3** and **Insuring Agreement 5**.

i. Accounts Receivable

We will pay for expenses you incur due to direct physical loss or damage to your

accounts receivable records caused by or resulting from a Covered Cause of Loss at a location described in the Declarations.

(1) The expenses we will pay include:

- (a) Amounts due from your customers that you are unable to collect because of direct physical loss or damage to your accounts receivable records;
- (b) Interest charges on any loan required to offset amounts you are unable to collect because of direct physical loss or damage to your accounts receivable records, pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary because of direct physical loss or damage to your accounts receivable records; and
- (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable.

(2) We will not pay expenses for loss or damage under this Additional Coverage caused by or resulting from any of the following:

- (a) Bookkeeping, accounting or billing errors or omissions;
- (b) Electrical or magnetic injury, disturbance or erasure of electronic "Data" or "Media" records, except as a result of direct physical loss caused by lightning;
- (c) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of

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money, securities or other property; or

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

(3) We will not pay expenses for loss or damage under this Additional Coverage for an audit of records or any inventory computation to prove its factual existence.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

The following loss conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

(1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:

(a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and

(b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(2) The following will be deducted from the total amount of accounts receivable, regardless of how that amount is established:

(a) The amount of the accounts for

which there is no loss or damage;

(b) The amount of the accounts you are able to reestablish and collect;

(c) An amount to allow for probable bad debts that you are normally unable to collect; and

(d) All unearned interest and service charges.

Additional Definitions:

As used in this Additional Coverage i.:

"Data" means facts, concepts or instructions that are converted into a form usable in data processing operations. This includes computer programs.

"Media" means the materials on which "data" is recorded, such as magnetic tapes, discs, drums, paper tapes, cards and programs. This includes "data" stored on the "media".

j. Claim Expense

(1) In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:

(a) The investigation of a claim or suit; or

(b) The determination of the amount of loss, such as taking inventory.

(2) We will not pay for:

(a) Expenses to prove that the loss or damage is covered;

(b) Expenses incurred under **Section E. Loss Conditions 2. Appraisal**; or

(c) Expenses incurred for examinations under oath, even if required by us.

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The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Forgery Or Alteration

Refer to **Insuring Agreement 2. Forgery Or Alteration** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 2** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 2**.

l. Employee Theft

Refer to **Insuring Agreement 1. Employee Theft** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$50,000 for **Insuring Agreement 1** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 1**.

m. Lock And Key Replacement

We will pay up to \$1,000 per occurrence for the cost to repair or replace the door locks and/or tumblers at the described premises due to theft of your door keys.

n. Contractual Penalties

We will pay for contractual penalties imposed by written contract between you and your customers. These penalties must:

- (1) Result from your failure to deliver your product on time according to contract terms;
- (2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and
- (3) Have been paid by you to your customer.

The most we will pay under this coverage is \$25,000 per occurrence with a \$100,000 annual aggregate limit.

o. Foundations Of Machinery And Equipment

We will pay up to 10% of the Building Limit of Insurance as shown in the Declarations, but not more than \$250,000, for loss or damage to foundations of machinery and equipment caused by a Covered Cause of Loss.

p. Water That Backs Up From A Sewer Or Drain

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from:

- (1) Water that backs up from a sewer or drain; or
- (2) Water that enters into and overflows from within a:
 - (a) Sump pump;
 - (b) Sump pump well; or
 - (c) Other type systems;

designed to remove subsurface water which is drained from the foundation area.

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The most we will pay for loss or damage in any one occurrence is \$10,000 or the Limit of Insurance shown in the Schedule for **Water That Backs Up From A Sewer Or Drain** at each described premises.

q. Computer And Funds Transfer Fraud

Refer to **Insuring Agreement 6. Computer And Funds Transfer Fraud**, of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 6** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 6**.

III. Section A. Coverage 5. Coverage Extensions is replaced in its entirety with the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

- (1) You may extend the insurance that applies to Building to apply to:
 - (a) Your new building while being built on the described premises; and

- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

- (2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you construct or acquire other than at fairs or exhibitions. The most we will pay for loss or damage under this Extension is \$500,000 at each building.

- (3) Insurance provided under this Coverage Extension for each Newly Acquired Or Constructed Property will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire or begin to construct the property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. Personal Effects And Property Of Others

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

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The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. However, the most we will pay under this extension for loss or damage by theft of employees tools is \$1,000 per employee. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.
- (2) If the CAUSES OF LOSS - SPECIAL FORM applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate; in storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or that is in the care, custody or control of your salespersons. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

This extension does not apply to Covered Property in or on a vehicle.

The most we will pay for loss or damage under this Extension is \$100,000 but not more than:

- (1) \$25,000 per salesperson; or
- (2) \$50,000 at any fair, trade show or exhibition.

e. Property In Transit

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (including property that is in the care, custody or control of your salesperson) in transit in or on a motor vehicle you own, lease or operate while between points within the coverage territory and more than 1,000 feet from the described premises. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

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- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The most we will pay for loss or damage under this Extension is \$100,000, but not more than \$25,000 per salesperson, per occurrence.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle is in motion.
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or a motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 1,000 feet of the building or structure described in the Declarations or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property

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is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy and does not apply to loss or damage to the storage unit itself.

h. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof) including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises

the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

i. Fine Arts

You may extend the insurance provided by this Coverage Form to apply to Fine Arts owned by you or in your care, custody or control, that are not held for sale by you, at the premises in the Declarations.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, and other bona fide works of art or rarity, historical value or artistic merit.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

In the event of a covered loss, payment for Fine Arts will be valued at the Market Value of the item(s) at the time of loss.

Coverage does not extend to Fine Arts at any fair, trade show or exhibition.

j. Consequential Loss

You may extend the insurance provided by this Coverage Form to pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

In the application of the Coinsurance Additional Condition, the value of "stock" at any location to which this Extension applies includes the additional value that it represents in "stock" at other locations.

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The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, you may extend the insurance that applies to Your Business Personal Property to pay expenses you incur to:

- (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

The most we will pay under this Extension is \$25,000 for any one occurrence during the policy period.

l. Spoilage

We will pay up to \$50,000 at each described premises for direct physical loss or damage to Your Business Personal Property caused by a change in temperature or humidity resulting from a mechanical breakdown or malfunction of heating, refrigerating, cooling or humidity control equipment or a "power outage" at the described premises.

"Power Outage" means change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises due to conditions beyond your control.

This Coverage Extension does not apply to:

- (1) Loss or damage to heating, refrigerating, cooling or humidity control equipment; or
- (2) Your Business Personal Property covered under the Property Off-premises Extension.

In the event that there is Equipment Breakdown insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from the Equipment Breakdown insurance, whether you can collect on it or not. But we will not pay more than the Limit of Insurance provided by this Extension.

The Coinsurance Additional Condition does not apply to this Extension.

m. Mobile Equipment On Premises

You may extend the insurance provided by this Coverage Form to apply to your mobile equipment such as forklifts, lawn mowers, tractors and similar vehicles, including equipment which you rent.

This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

n. Utility Services - Direct Damage

You may extend the insurance provided by this Coverage Form to pay for loss or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in

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utility service must result from direct physical loss or damage by a Covered Cause of Loss to Utility Property. Utility Property includes water supply property, communication supply property and power supply property.

Exception:

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

As used in this Extension, **Utility Services** means:

- (1) **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines, including fiber optic transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
- (3) **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

As used in this Extension the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Limit of Insurance for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. Loss or damage to two or more Utility Properties arising out of the same occurrence will be considered one occurrence.

o. Appurtenant Structures

You may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the described premises. The most we will pay for Building loss or damage under this extension is \$50,000.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described premises. The most we will pay for Business Personal Property under this Extension is \$5,000.

IV. **Section C. Limits Of Insurance** is replaced in its entirety with the following:

C. Limits Of Insurance

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

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2. The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$25,000 per sign in any one occurrence.
3. The Limit of Insurance for Business Personal Property stated in the Declarations will automatically increase by 25% to provide for seasonal variations. This seasonal increase is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.
4. Except as otherwise specified, the limits applicable to Additional Coverages and to Coverage Extensions are in addition to the Limit of Insurance.
5. Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:
 - a. Preservation of Property;
 - b. Foundations of Machinery and Equipment.

V. The following amends specified provisions stated under Section E. Loss Conditions:

1. Item 7. **Valuation c.** "Stock" is replaced with the following:
 - c. We will determine the value of "stock" you own in the event of loss or damage at:
 - (1) The selling price, as if no loss or damage occurred; and
 - (2) Less discounts and expenses you otherwise would have had.

The following changes apply to the CAUSES OF LOSS - SPECIAL FORM.

VI. The following amends specified provisions stated under Section C. Limitations:

Item 3. is replaced with the following:

3. The special limit shown for each category, **a.** through **d.** below, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
 - a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$25,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$250,000 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

VII. Under Section F. Additional Coverage Extension, Item 1. Property In Transit is deleted in its entirety.

The following changes apply to the BUSINESS COMPUTER COVERAGE FORM as specified.

VIII. We will pay for all risks of direct physical loss, subject to the exclusions and provisions contained in BUSINESS COMPUTER COVERAGE FORM IM 7203, which is attached to and made part of this policy.

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The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

Coverage may be extended up to \$10,000 while the Covered Property is anywhere within the policy territory, and while in transit; however, this Extension does not increase the Limit of Insurance at each described premises.

The following changes apply to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as specified:

IX. Expected Or Intended Injury

Exclusion 2.a. under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" and "property damage" resulting from the use of reasonable force to protect persons or property.

X. Coverage For Injury To Leased Workers

A. With respect to Exclusion 2.e. **Employer's Liability of Section I - Coverage A - Bodily Injury And Property Damage Liability**, the definition of "employee" in **Section V - Definitions** is replaced by the following:

5. "Employee" does not include a "leased worker" or "temporary worker".

XI. Non-Owned Aircraft Hired, Chartered Or Loaned With Paid Crew

A. Exclusion g. under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to an aircraft:

1. Not owned by any insured; and
2. Hired, chartered or loaned with a paid crew.

B. Paragraph XI.A. is not applicable if the insured has any other insurance for "bodily injury" or "property damage" applicable to loss covered under this provision, whether such other insurance is primary, excess or any other basis. In that case, this provision (XI.) does not provide any insurance.

XII. Non-Owned Watercraft

Exclusion g.(2) under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

XIII. Increased Limit For Damage To Premises Rented To You

A. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions** is amended as follows:

1. The fourth from the last paragraph of exclusion j. **Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this Exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as Described in **Section III - Limits Of Insurance**.

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

Exclusions c. through n. do not apply to damage by fire, lightning, explosion,

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smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

- B. Section III - Limits Of Insurance,** Paragraph 6., is replaced by the following:
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, lightning, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
 - C. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" wherever it appears in:
 1. Condition **4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions;** and
 2. **9.a. of Section V - Definitions.**

XIV. Lost Key Coverage

- A. Coverage for "bodily injury" and "property damage" liability with respect to the insured's operations is extended as follows:
1. We will pay those sums that you become legally obligated to pay as damages due

to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.

2. The additional insurance provided by this endorsement does not apply to:
 - (a) Misappropriation;
 - (b) Secretion;
 - (c) Conversion;
 - (d) Infidelity; or
 - (e) Any dishonest act on the part of the insured.
3. The additional insurance provided by this endorsement applies only to:
 - (a) The actual cost of the keys;
 - (b) Adjustment of locks to accept new keys; and
 - (c) The cost of new locks, including the cost of their installation.
- B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision **XIV.** is \$5,000.
- C. A deductible of \$100 applies to any loss or damage resulting from any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.
- D. This coverage extension is subject to the following:
 1. Exclusion **j. Damage To Property,** Paragraph **j.(3)** and **j.(4)** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply to the loss of keys by an insured.

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2. Subparagraph 2.a. (2) of **Section II - Who Is An Insured** does not apply to this additional insurance.

XV. Property Damage To Customers Goods

- A. Exclusion **j.** Paragraphs (3), (4) and (6) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply to "property damage" to "customers goods" while on your premises.
- B. The insurance afforded by this provision **XV.** is excess over any valid and collectible property insurance available to the insured.
- C. The following is added to **Section V - Definitions:**

"Customers goods" means property of your customer on your premises for the purpose of being;

1. Worked on; or
 2. Used in your manufacturing process.
- D. The most we will pay for "property damage" to "customers goods" under this provision is \$25,000 regardless of the number of:
1. Insureds;
 2. Claims made or suits brought; or
 3. Persons or organizations making claims or bringing "suits".

\$25,000 is the most we will pay for all claims or "suits" for "property damage" to "customers goods" under this provision during each consecutive annual period starting with the beginning of the policy period.

XVI. Property Damage To Borrowed Equipment

- A. Exclusion **j.(4)** under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and

2. Away from an insured's premises.

- B. Subject to Paragraph 5. in **Section III - Limits Of Insurance, Coverage A** the most we will pay for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".
- C. The insurance afforded by provision **XVI. Property Damage To Borrowed Equipment** is excess over any valid and collectible property insurance available to the insured.

XVII. Damage To Your Products

- A. Exclusion **k.** of Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

k. Property damage" to "your product" exclusion does not apply to "damage to your products".

- B. The following additional exclusions apply to this provision **XVII.:**

This insurance does not apply to "damage to your products" because of:

1. Delay in the performance required by any contract or agreement;
2. Loss of market;
3. Loss caused intentionally or at the direction of any insured;
4. Wear, tear, gradual deterioration, adulteration, contamination, decomposition, chemical change, rust, corrosion, fungus, mold, decay, bacteria or virus;
5. Loss of use of "your product"; or

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6. Dishonest, fraudulent, criminal or malicious acts of any insured whether acting alone or in collusion with others.

C. The following is added to Section V - Definitions:

"Damage to your products" means sudden and accidental physical injury to "your product" or any part of "your product" arising out of "your product" or any part of "your product" which occurs:

1. After delivery and final acceptance of "your product" if "your product" is not installed or, if installed, is not installed by any insured; or
2. After installation and final acceptance of "your product" if installed by any insured.

D. The following paragraph is added to Section III - Limits Of Insurance:

8. Subject to Paragraph 5. above, \$25,000 is the most we will pay for each "occurrence" because of "damage to your products". All claims arising out of the same "damage to your products" shall be deemed to be a single "occurrence".
9. \$25,000 is the most we will pay for the sum of all "occurrences" because of "damage to your products" during each consecutive annual period starting with the beginning of the policy period.

XVIII. Limited Care, Custody Or Control Liability Coverage

A. Insuring Agreement

With respect to the coverage provided by **XVIII. Limited Care, Custody Or Control Liability Coverage**, the following is added to Paragraph 1.a. of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

We will pay all sums that the insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care, custody or control of the insured.

B. Exclusions

With respect to the coverage provided by this coverage extension:

1. Exclusions **2.j.(4)** and **2.j.(5)** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply; and

2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the "products-completed operations hazard"; and
- (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to the coverage provided by **XVIII. Limited Care, Custody Or Control Liability Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$25,000. However, the most we will pay for the sum of all "loss", including all

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resulting loss of use of property, as a result of all "occurrences" under this coverage is \$50,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.

2. We will not pay for a "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible**. We will then pay the amount of "loss" or damage in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. We are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim or "suit";apply irrespective of the application of the Deductible amount.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

XIX. Voluntary Property Damage Coverage

A. Insuring Agreement

With respect to the coverage provided by **XIX. Voluntary Property Damage Coverage**, the following is added to Paragraph 1.a. of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request, we will pay for a "loss" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

B. Exclusions

With respect to the **Voluntary Property Damage Coverage**:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply.

2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;

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(c) Included in the "products-completed operations hazard", or

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to **Voluntary Property Damage Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$5,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **4. Deductible**. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. With respect to Voluntary Property Damage Coverage, we are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the Deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of

the action taken; you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional "property damage" but does not include disappearance, abstraction or theft.

We will not pay for any "loss" under **XVIII. Limited Care, Custody Or Control Liability Coverage** unless you are legally liable. If we provide coverage for the same "loss" under **XVIII. Limited Care, Custody Or Control Liability Coverage** and **XIX. Voluntary Property Damage Coverage**, the most we will pay for the "loss" under the two coverages combined is \$30,000.

XX. Aggregate Limit Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to operations at a single designated "location" shown in the Declarations:

1. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage"

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included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location" shown in the Declarations.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

XXI. Supplementary Payments Increased Limits

Under **Supplementary Payments - Coverage A. and B. of Section I:**

- A. Paragraph 1.b. is replaced with the following:
 - b. Up to \$2,500 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.
- B. Paragraph 1.d. is replaced with the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the

investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

XXII. Broad Form Named Insured

Section II - Who Is An Insured is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision **XXII.** does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

XXIII. Additional Insureds Required By Contract

A. Section II - Who Is An Insured is amended to include as an additional insured 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 or that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement

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ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including, but not limited to:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:
 - a. 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

- b. 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 part of the same project.

XXIV. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

- A. **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 that such person(s) or organization(s) be added as an additional insured on your policy. 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 your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

This provision **XXIV.** does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- B. 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.

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XXV. Additional Insured - Managers Or Lessors Of Premises When Required In Written Lease Agreement With You

Section II - Who Is An Insured is amended to include as an additional insured when required in a written lease agreement, any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

XXVI. Additional Insured - Vendors

A. 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), 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.

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.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to

pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability or damages that the vendor would have in the absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

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- (1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

With respect to the insurance afforded to these additional insureds in provisions **XXIII.**, **XXIV.**, **XXV.** and **XXVI.**, the following is added:

1. 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 written contract or written agreement to provide for such additional insured.
 - c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage" or "personal or advertising injury".
2. The following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or agreement; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

Provisions **XXIII.**, **XXIV.**, **XXV.** and **XXVI.** shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person(s) or organization(s) included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

XXVII. Incidental Medical Malpractice

Paragraph **2.a.(1)(d)** of **Section II - Who Is An Insured**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

XXVIII. Newly Formed Or Acquired Organizations As Named Insureds

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

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the

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organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. Coverage A does not apply to damage to "your products" that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

- B. The last paragraph of **Section II - Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

XXIX. Medical Payments Increased Limits

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

XXX. Electronic Data Liability

- A. Exclusion 2.p. of **Coverage A - Bodily Injury And Property Damage Liability** in **Section I - Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does

not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- B. The following paragraph is added to **Section III - Limits Of Insurance**:

- 8. Subject to 5. above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. The following definition is added to the **Section V - Definitions**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this provision **XXX.**, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or

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

For the purposes of this insurance, "electronic data" is not tangible property.

XXXI. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined

A. The requirement in condition 2.a. of **Section IV - Commercial General Liability Conditions** that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

B. The requirement in condition 2.b. of **Section IV - Commercial General Liability Conditions** that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

XXXII. Blanket Primary And Noncontributory - Other Insurance Condition

Section IV - Commercial General Liability Conditions, is amended by the addition of the following to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions **XXIII.**, **XXIV.**, **XXV.** and **XXVI.** subject to the following conditions:

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.

XXXIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket

Section IV - Commercial General Liability Conditions, 8. **Transfer Of Rights Of Recovery Against Other To Us** is 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:

1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard"; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury

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or damage under a contract with that person or organization. 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.

XXXIV. Mobile Equipment Redefined

Paragraph 12.f., sub-paragraph (1) of Section V - Definitions does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXXV. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

XXXVI. Liberalization Clause

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

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THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

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

SECTION I - COVERED AUTOS

The following is added to Paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos:**

If Physical Damage Coverage is provided by the Business Auto Coverage Form, any "auto" you do not own while used with permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction is also a covered "auto" for Physical Damage Coverage. The coverage provided for the temporary "auto" will be the same coverage and deductible as the "auto" it replaces.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Broad Form Insured

Paragraph A.1., **Who Is An Insured**, is amended to include as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However:

- (1) The Named Insured does not include any organization:
 - (a) that is a partnership or joint venture;
or
 - (b) that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.

Paragraph d.(1)(i) above does not apply to a policy written to apply specifically in excess of this policy.

- (2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
- (3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

e. Employees As Insureds - Non-ownership

Any employee of yours is an "insured":

- (1) While using a covered "auto" you don't own, hire or borrow in your business or your personal affairs; or
- (2) While operating an "auto" hired or rented without a driver under contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. **Blanket Additional Insureds**

Any person or organization whom you are required in a written contract or agreement to include as an additional "insured" with respect to your ownership, maintenance or use of a covered "auto". This provision only applies to written contracts or agreements that are signed prior to any "bodily injury" or "property damage" to which coverage applies.

Coverage under this provision (f.) shall be primary and non-contributory with respect to the person or organization included as an "insured" under this provision(f.), but only if the written contract or agreement requires coverage to be primary and non-contributory.

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B. Increased Supplementary Payments

Paragraphs 2.a.(2) and (4) Supplementary Payments are replaced by the following:

- (2) Up to \$5,000 for the 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 earning up to \$500 a day because of time off from work.

C. Amended Fellow Employee Exclusion

Exclusion 5., under Paragraph B., Exclusions, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE

The following coverages are added to Paragraph A. Coverage, of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. Hired Auto Physical Damage Coverage (Other Than "Mobile Equipment")

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

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (1) \$75,000;
 - (2) Actual Cash Value; or

(3) Cost of Repair.

- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. The insurance provided under this coverage extension is primary over any other collectible insurance.
- 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.
- e. Subject to a maximum limit of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable for, and the lessor incurs an actual financial loss.

6. Air Bag Coverage

We will pay up to a maximum of \$1,000 per occurrence to have air bags in your covered "auto" replaced for an incurred "loss" resulting from accidental deployment. Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

7. Additional Living Expense

We will pay up to \$25 a day, to a maximum of \$400 for additional living expenses, meaning food, lodging and telephone costs, incurred by you due to a covered "loss" caused by:

- a. Comprehensive only if the Declarations indicate that Comprehensive Coverage is provided for that "auto".
- b. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for that auto.
- c. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

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This coverage applies only in the event that the "loss":

- a. Disables a covered "auto"; and
- b. Occurs more than 100 miles from the insured address shown in the Declarations or the garaging address of your covered "auto", if it is different from the insured address.

We will pay the additional living expenses incurred until your covered "auto" is returned to use or we pay for its "loss".

8. Locked Vehicle Coverage

We will pay to have your covered "auto" unlocked if your vehicle's keys are locked inside your covered "auto". Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

9. Rental Reimbursement Coverage

The following coverage is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage:**

- a. This coverage applies only to a covered "auto" described in the policy.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
- c. 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, at a maximum of 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) A maximum payment of \$60 per day.

- e. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- f. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension.**

10. Loan Lease Gap Coverage

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

- a. The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of 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.

11. Fuel In Vehicle Coverage

With respect to a covered "loss" for a covered "auto", we will also pay the actual "loss" sustained for the "loss" of fuel used to operate your "auto". You must provide documentation supporting your claim for "loss".

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Deductible

- a. If "loss" to the fuel is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then payment for "loss" will be reduced by the applicable deductible shown in the declarations for the covered "auto". In the event of "loss" due to fire or lightning, no deductible will apply.
- b. If "loss" to the fuel is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then payment for "loss" will be reduced by the applicable deductible of \$100.
- c. If "loss" occurs solely to fuel then our obligation to pay will be reduced by the applicable deductible of \$100 for this coverage.

In the event more than one deductible applies to the "loss", only the highest deductible will apply. In no event will more than one deductible apply.

12. Fire Department Service Charge

We will pay up to \$1,000 for your liability for fire department charges resulting from a covered "loss", providing that your liability for such charges is:

- a. Assumed by a written contract or agreement prior to the "loss"; or
- b. Required by law or ordinance.

No deductible applies to this coverage.

13. Fire Extinguisher Recharge

We will pay the lesser of the actual cost of recharging or replacing fire extinguishers kept in your covered "auto" that are discharged intentionally attempting to extinguish a fire.

No deductible applies to this coverage.

14. Personal Effects

Physical Damage Coverage afforded to a covered "auto" may be extended to cover "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in a covered "auto" at the time of "loss".

The most we will pay for any one "loss" is \$500.

15. Miscellaneous Equipment

We will pay the lesser of the actual cash value, cost to repair or replacement cost for "loss" to your miscellaneous equipment, consisting of hand trucks, dollies, pads, pallets, covers, binders, tarps, tie-downs, chains and other similar equipment used for handling property transported by your covered "auto". The most we will pay for any "loss" is \$1,500.

Exclusions

We will not pay for loss caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered "auto" and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

- a. If "loss" to the miscellaneous equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then payment for "loss" will be reduced by the applicable deductible shown in the declarations for the covered "auto". In the event of "loss" due to fire or lightning, no deductible will apply.
- b. If "loss" to the miscellaneous equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then payment for "loss" will be reduced by the applicable deductible of \$100.

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- c. If "loss" occurs solely to the miscellaneous equipment, then for each covered "auto" payment for "loss" will be reduced by the applicable deductible of \$100 for this coverage.

In the event more than one deductible applies to the "loss", only the highest deductible will apply. In no event will more than one deductible apply.

16. Audio, Visual and Data Electronic Equipment

A. Coverage

1. We will pay with respect to any covered "auto" covered under Paragraph A.1. of **SECTION III - PHYSICAL DAMAGE COVERAGE** in the Business Auto Coverage Form for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to any covered "auto" covered under Paragraph A.1. of **SECTION III - PHYSICAL DAMAGE COVERAGE** in the Business Auto Coverage Form for "loss" to any accessories used with the electronic equipment described in Paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

The exclusions that apply to **SECTION III -**

PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this extension. In addition, the following exclusions apply:

We will not pay, under this extension, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to coverage under this extension, the Limit of Insurance provision of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. We may deduct for betterment if:
 - a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
 - b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes Of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$100 for this coverage.

3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$100 for this coverage.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

17. Business Income and Extra Expense (Business Income Downtime)

A. Business Income Coverage

We will pay up to \$200 for each day of suspension, subject to income verification for a maximum of six weeks during the "period of restoration" for your "loss" of "business income". The "loss" must be caused by a covered cause of loss to a covered "auto" covered under Paragraph A.1. of SECTION III - PHYSICAL DAMAGE COVERAGE in the Business Auto Coverage Form. Any payment is subject to the exclusions applicable to Physical Damage Coverage and the Conditions below.

B. Extra Expense Coverage

We will pay the necessary and reasonable "extra expense" that you incur during the "period of restoration" that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The "loss" must be caused by a cause of loss covered under Paragraph A.1. of SECTION III - PHYSICAL DAMAGE COVERAGE in the Business Auto Coverage Form. Any payment is subject to the exclusions applicable to Physical Damage Coverage and the Conditions below.

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Conditions:

- a. No other deductible applies to these coverages.
- b. We will not pay under these coverages if you do not repair or replace the covered "auto".
- c. You must resume all or part of your business as quickly as possible.
- d. If you have other "autos" you can use to reduce the amount of "loss" payable under these coverages, you are required to use them.
- e. We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your "business income".
- f. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the "business income" "loss" or "extra expense" incurred.
- g. We will not pay under "extra expense" coverage any expenses you incur for the rental of an "auto" because of "loss" to a covered "auto".

C. Additional Definitions for This Coverage Extension

1. **"Business income" means the:**
 - a. Net income (net profit or loss before income taxes) that would have been earned if no "loss" would have occurred; and

- b. Continuing normal operating expenses incurred, including payroll.
2. "Extra Expense" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "Period of restoration" means the period of time that:
 - a. Begins:
 - (1) 24 hours after the time of "loss" for "business income" coverage, provided the covered "auto" is out of service for repair and in the custody of a repair facility; or
 - (2) Immediately after the time of "loss" for "extra expense" coverage.
 - b. Ends:
 - (1) When the repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "period of restoration" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

The following changes have been made to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

Endorsement

CA 74

Policy Number: CA 2859516

Business Auto Optimum Plus

A. Towing and Labor

Paragraph A.2. **Towing** under SECTION III - PHYSICAL DAMAGE COVERAGE, is deleted and replaced by the following:

2. Towing and Labor

We will pay towing and labor costs incurred up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles or "light trucks" we will pay to up \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$175 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds.

However, the labor must be performed at the place of disablement.

B. Physical Damage Increased Transportation Expense Coverage

Coverage for temporary transportation expense under 4. **Coverage Extensions, a. Transportation Expenses**, is increased to \$50 per day, up to a maximum limit of \$1,000.

C. Deductible

The following are added to Paragraph D. **Deductible of Section III - Physical Damage Coverage**:

1. Glass Repair

No deductible applies to glass damage if the glass is repaired rather than replaced.

- 2. When a truck tractor and an attached trailer are damaged in the same collision loss, only one deductible will be applied and that will**

be the highest deductible applicable to the tractor or trailer.

SECTION IV - BUSINESS AUTO CONDITIONS

A. Unintentional Failure to Disclose Hazards

Paragraph B., **General Conditions**, is amended by adding the following:

9. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for same.

B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status Under An Insured Contract

Under SECTION IV, BUSINESS AUTO CONDITIONS, A.5. **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following paragraphs:

- a. We waive any right of recovery we may have against any person or organization described in Paragraph b. below because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto" in performance of work being performed under a contract with that person or organization.
- b. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	5/12/2024	Policy No.	KWC1353259	Endorsement No.	0
Insured	COMMERCIAL STAINLESS FABRICATORS, INC.			Premium \$	35,757
Insurance Company	AmTrust Insurance Company				

Countersigned by _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

2/5/25

Date



CROWLEY
INDEPENDENT SCHOOL DISTRICT

512 Peach Street
Crowley, TX 76036-0688
817-297-5800
www.crowleyisdtx.org

VENDOR CONTACT INFORMATION (CORPORATE/HEADQUARTERS INFO HERE)

Primary Contact/Title: Kim Eger

Company name: FoodService Sustainability Solutions, LLC.

Phone: 770-639-5222

Fax:

E-mail: keger@fs-sustainability.com

Registered company address: 4986 Canton Rd

City: Marietta

State: GA

ZIP Code: 30066

Website: FS-Sustainability.com

M/WBE:

HUB:

DUN:

EIN or SS#:

PURCHASE ORDER ADDRESS (PURCHASE ORDERS ARE SENT HERE)

Contact Person: Jason Womack

Address: 4986 Canton Rd.

City: Marietta

State: GA

ZIP Code: 30066

Phone: 678-524-8535

Fax:

E-mail: jwomack@fs-sustainability.com

Division/Bid#:

REMIT ADDRESS (THE CHECK WILL BE SENT HERE)

Location Name/Type: FoodService Sustainability Solutions

Address: 4986 Canton Rd

City: Marietta

State: GA

ZIP Code: 30066

Phone: 678-524-8535

Fax:

E-mail: jwomack@fs-sustainability.com

Division/Bid#:

Location Name/Type:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

HOW WOULD YOU LIKE TO RECEIVE YOUR PURCHASE ORDERS? EMAIL, FAX OR US MAIL

CHECK ALL THAT APPLY

US Mail

Fax

E-Mail

PLEASE LIST ANY CURRENT AWARDED BIDS YOU HAVE WITH CISD OR CURRENT CO-OPS

Bid#:

Contact:

Phone:

Bid#:

Contact:

Phone:

Bid#:

Contact:

Phone:

SIGNATURES OF COMPANY OFFICIAL

Print Name: Jason Womack

Signature: *Jason Womack*

Print Title: President

Date: 2/5/25

EMAIL TO: NADIA.POWERS@CROWLEY.K12.TX.US

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1265568

Date Filed:
 02/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 FoodService Sustainability Solutions, LLC.
 Marietta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Crowley Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 RFP-051-2025-00 (Styrofoam Rec
 Foam Tray Recycling units

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jason Womack, and my date of birth is 11/25/1970.

My address is 4986 Canton Rd, Marietta, GA, 30066, Cobb.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cobb County, State of Georgia, on the 5 day of Feb, 2025.
(month) (year)

Jason Womack

 Signature of authorized agent of contracting business entity
 (Declarant)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	FoodService Sustainability Solutions	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
5 Address (number, street, and apt. or suite no.). See instructions.		
4986 Canton Rd		
6 City, state, and ZIP code		
Marietta, GA 30066		
7 List account number(s) here (optional)		
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	7	-	3	5	2	1	0	4	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Jason Womack</i>	Date 2/5/25
------------------	--	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

From: [Glenn, Marcus](#)
To: [Powers, Nadia L](#)
Subject: Re: Reference Check-FoodService Sustainability Solutions
Date: Tuesday, February 11, 2025 12:33:45 PM
Attachments: [image001.png](#)
[image002.png](#)

CAUTION: This email originated from outside Crowley ISD District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Nadia,

Please see below:

1. What is the name of the person providing this reference check along with your organization name?	Marcus Glenn, Houston ISD
2. Please describe what product and or service this company provided to your organization.	Styrogenies to recycle Styrofoam food trays and pick up services
3. Was the communication with the contractor adequate?	Yes, Kim and his team are excellent with communication to meet your needs
4. How satisfied were you with the delivery of the goods/service provided by this vendor? (Poor; Below Average; Average; Above Average; Excellent)	Excellent: well versed team and great customer service
5. Why did your organization select this company over other vendors that can provide the same and or similar service?	They were chosen because of their experience in the field and their customer service
6. How responsive was this vendor in addressing and or correcting problems to identified services? (Poor; Below Average; Average; Above Average; Excellent)	Excellent
7. Have you done business with this company in the last 12 months? (Yes or No) If no,	Yes

please advise the last time you done business with this identified vendor.	
8. If you are still utilizing this vendor, how likely are you to continue a business relationship with this company? (Likely or Unlikely)	Likely
9. Please provide any relevant information you would like to share about this company?	

From: Powers, Nadia L <nadia.powers@crowley.k12.tx.us>
Sent: Tuesday, February 11, 2025 11:39 AM
Subject: Reference Check-FoodService Sustainability Solutions

You don't often get email from nadia.powers@crowley.k12.tx.us. [Learn why this is important](#)

CAUTION: This email originated from outside of Houston ISD. **Do not click links** or open attachments unless you recognize the sender and know the content is safe.

Good morning,

My name is Nadia Powers, Director of Purchasing with Crowley ISD and the company **FoodService Sustainability Solutions** listed your organization as a reference. We are in the process of reviewing all responsive Requests for proposals for Styrofoam Recycle Units- Elementary School Use. If you can please provide your responses to the below questions at your earliest convenience, I would really appreciate it. Thank you for your time in advance.

Reference Question	Answers from Requestee
1. What is the name of the person providing this reference check along with your organization name?	
2. Please describe what product and or service this company provided to your organization.	
3. Was the communication with the contractor adequate?	
4. How satisfied were you with the delivery of the goods/service	

provided by this vendor? (Poor; Below Average; Average; Above Average; Excellent)	
5. Why did your organization select this company over other vendors that can provide the same and or similar service?	
6. How responsive was this vendor in addressing and or correcting problems to identified services? (Poor; Below Average; Average; Above Average; Excellent)	
7. Have you done business with this company in the last 12 months? (Yes or No) If no, please advise the last time you done business with this identified vendor.	
8. If you are still utilizing this vendor, how likely are you to continue a business relationship with this company? (Likely or Unlikely)	
9. Please provide any relevant information you would like to share about this company?	

Thank you,

Nadia Powers, M.S.Ed., RTSBA

Director of Purchasing

Crowley ISD



****Interested in Doing Business with Crowley ISD, please visit crowleyisdtx.ionwave.net and sign up for bid notifications for possible business opportunities.****





Empowering Zero Waste

Recycling Equipment Proposal

Date: 2/6/25

Proposal # 2470102
Turn-Key Foam Tray Recycling
AND
Waste Disposal Cost Reduction

Models: StyroGenie™ SG-1200

Prepared for: Crowley ISD
Child Nutrition Dept.

Prepared by: Kim D. Eger, FSS

FoodService Sustainability Solutions, LLC

Tel: 800-351-8875 ~ M: 770 639-5222~ e-mail: keger@fs-sustainability.com

web ~ www.fs-sustainability.com

Model: StyroGenie SG-1200

Foam Tray Recycling

STANDARD EQUIPMENT FEATURES

The StyroGenie™ source reduction machine is capable of densifying 1400 to 1800 soiled polystyrene foam lunch trays (#6, Recyclable) within a 6-to-10 hour time period. Through conductive heat the StyroGenie™ melts the lunch trays into plastic blocks, thus reducing the volume of foam waste collection by 95%. This typically leads to a 50%-70% reduction in waste disposal costs, since trash dumpsters will be eliminated and/or frequency of hauls significantly reduced.

The StyroGenie SG-1200 will accept all #6 Polystyrene materials both clean and soiled or contaminated. The food service items do not need to be washed prior to reduction.

The machine is loaded through the Front Facing/Forward Opening Single Door and is capable of processing up to 1800 (max) trays per load.

Construction

- ✚ 16 Gauge Type 304 #4 Polished Stainless Steel thru-out insures long service life
- ✚ Heavy 11 Gauge Stainless Steel Internal Frame
- ✚ Ergonomic Front Loading Door
- ✚ PLC user interface designed for ease of operation
- ✚ Casters or Adjustable legs with Seismic Anchors
- ✚ Operates on less than 2200 watts
- ✚ 46"W X 37"D X 70.5"H

Electrical

- ✚ 120 Volts, 8ft Cord with NEMA 5-20 plug
- ✚ Rugged Heating elements
- ✚ 3-wire with ground
- ✚ PLC Touchscreen user interface

Safety

- ✚ Listed and Labeled to UL 499
- ✚ Meets CE standards for safety
- ✚ Access control with four digit passcode
- ✚ Timed Cycle for Automatic Shut Down
- ✚ LED safety warning lights
- ✚ Safe to Open indicators
- ✚ Meets NEC code 427.23 Grounded Heater

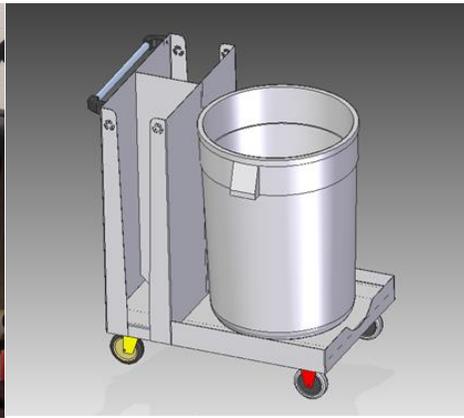
StyroGenie™ SG-1200



Source Separation Table

OPTIONAL ACCESSORY ITEMS

Source Separation Table- Fully Customizable: Stainless steel enclosed base waste sorting table. Includes Stainless steel top, laminated base, school logo and signage. \$5,400 (\$4,400 w/out graphics)



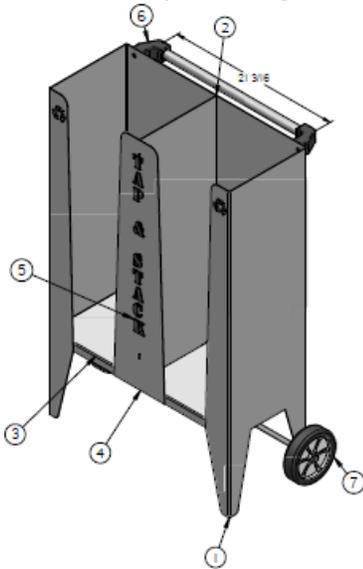
Optional – Combo Dolly - \$2,250

Tap & Stack

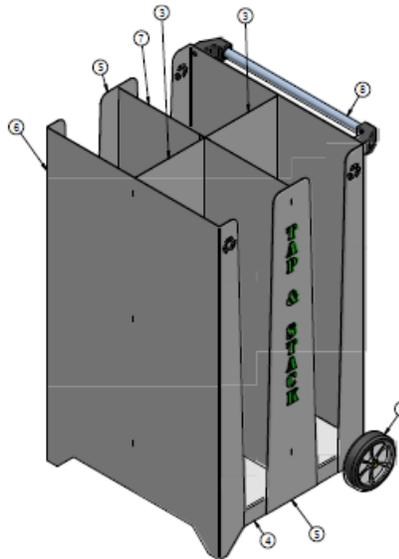
STANDARD EQUIPMENT FEATURES

SC-2 (250-300 tray capacity) or SC-4 (500-600 tray capacity):

Stainless steel tray stacking carts.



SC-2 Shown above
2 per school are Standard



SC-4 Shown above

STYROGENIE™ EQUIPMENT COST & DELIVERY

of units:

17 – StyroGenie™ SG-1200 (\$24,500ea)	\$ 416,500
34 – SC-2 2-Tray stacker (\$650ea)	\$ 22,100
17 -- Delivery/Installation/Start-up/Training (2,500ea)	\$ 42,500
	Total: \$481,100

DELIVERY: Immediate when in stock

8-to-10 weeks after receipt of purchase order, for 10+ units.

INSTALLATION:

Includes unloading and set in place. All electrical prep performed by purchaser.
4-ft vent pipe included in price. Additional vent pipe and accessories are optional.

UTILITIES REQUIRED:

StyroGenie™ SG -1200

Electrical: 120 volt, NEMA 5-20 Receptacle
Dedicated circuit with a 25 amp breaker

START-UP & TRAINING:

Includes (2) days of on-site factory install, start-up and training.

WARRANTY: One year parts and labor for all equipment.

Annual Service Plan optional: \$950/year per unit (not really necessary for StyroGenie™)



RFP-051-2025-00
FoodService Sustainability Solutions
Supplier Response

Event Information

Number: RFP-051-2025-00
Title: Styrofoam Recycle Units- Elementary School Use
Type: Request for Proposal
Issue Date: 1/23/2025
Deadline: 2/7/2025 02:00 PM (CT)
Notes: **Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with Styrofoam recycle units that will be utilized at 17 campus locations within Crowley ISD premises. For a complete list of the identified 17 Crowley ISD campuses, please download and review the "CISD Campus Locations" document under the "Attachments" tab of this RFP. Example of recycle Styrofoam units are StyroGenie, Styrofoam Compactor, Styrofoam Densifier or any company approved equal recycling unit. The purpose of this RFP is for Crowley ISD schools to become more environmentally friendly with disposing Styrofoam while reducing waste usage.**

This RFP is in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200, the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) to procure vendors who provide goods and or services purchased by Crowley ISD using federal funds. All qualified vendors are encouraged to participate, including any vendor that has been awarded to a previous proposal with CISD. This proposal may be utilized by local, state, federal, child nutrition and grant funded programs.

This proposal will be awarded to one vendor. All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

The District reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- A. Proposal received after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient proposal guaranty, if required.
- E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

All questions must be submitted via lonwave by 12:00 PM noon on 1-30-2025. No verbal responses will be provided. Should any questions be submitted via lonwave, all questions will be provided an answer on 1-31-2025 via lonwave via end of business day.

Bid will close promptly at 2pm on 2/7/2025. Prices will be read aloud on 2/7/2025 at 2:30pm via Zoom. The Zoom link is provided within attribute #15 and this reading is not mandatory. Once bid is evaluated, the recommendation is taken to CISD Board for approval, a notice of selection will go out in lonwave to vendors that submitted to this RFP.

Contact Information

Contact: Nadia Powers Director of Purchasing
Address: Purchasing
1900 Crowley Pride Dr.
Fort Worth, TX 76036
Phone: (817) 297-5219
Fax: (817) 297-5203
Email: nadia.powers@crowley.k12.tx.us

FoodService Sustainability Solutions Information

Contact: Jason Womack
Address: 2106 Moon Station Dr.
Kennesaw, GA 30144
Phone: (678) 524-8535
Email: jwomack@fs-sustainability.com
Web Address: www.fs-sustainability.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jason Womack
Signature

jwomack@fs-sustainability.com
Email

Submitted at 2/6/2025 08:22:58 PM (CT)

Requested Attachments

W9 Form

FSS w9.pdf

Attach Vendor W9 Here

Conflict of Interest Questionnaire

CIQ.pdf

<div>Download the CIQ from the Attachments tab and upload a completed copy here. If there is no Conflict of Interest, please select N/A for your answer on attribute #37 and mark N/A on the conflict of interest questionnaire form, sign the form and then upload it here.</div>

Additional Certification and or License

No response

Attach Additional Certification and or License here

Certificate of Insurance

Certificate.pdf

Attach copy of COI here

Proposed Specifications

StyroGenie Foam Densifier Quote - Crowley ISD.pdf

Please proposed specifications here in PDF format. This should be for all items being requested in this RFP.

M/WBE/HUB Certificates

No response

Attach M/WBE/HUB Certificates here

Main Vendor Info form

CISD Main Vendor.pdf

Attach completed vendor information form here

Data Sharing Agreement

No response

Attach completed Data Sharing Agreement here if it applies

Disclosure of Lobbying Activities

Form 1295 Certificate 101321210.pdf

Attach Disclosure of Lobbying Activities here if applies

Bid Attributes

1	Section 1.0 - Proposal Requirements
---	-------------------------------------

2 Authorized Signature

The undersigned, in submitting this Request for Proposals and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of CISD; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this RFP.

~~~This is your electronic signature.

- Yes
- No

**3 Authorized Representative Name and Title**

Name and title of authorized official signing this document.

Jason Womack, President

**4 Crowley ISD Instructions to Proposers**

Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with Styrofoam recycle units that will be utilized at 17 campus locations within Crowley ISD premises.

Interested vendor must review and agree to the Instructions document located in the Attachment tab of this RFP.

~~~This is your electronic signature.

- Yes
- No

5 Crowley ISD Standard Terms and Conditions

Crowley ISD standard terms and conditions are listed in an attachment. Please check if you agree to CISD standard terms and conditions.

~~~This is your electronic signature.

- Yes
- No

## 6 Additional General Conditions

1. If any work is completed on District premises, when the Vendor arrives at any school/facility, it is required that Vendor's representatives report to the District designated project manager, and to the main office when open, and sign in. If the Vendor is working multiple days, they are required to report on a daily basis and sign in. Proper clothing will be worn at all times. Sleeved t-shirts and long pants are the preferred attire with the company logo on the shirts. Any deviation from this will be reviewed for acceptance. CISD requires all Vendors doing business on CISD property to have their employees and vehicles easily identifiable from company logos on items such as vehicles, ball caps, shirts, and/or ID badges.
2. Alcohol, tobacco, and firearms are prohibited on all District property.
3. Any damage done to CISD property or its customer's property is the sole responsibility of the Vendor.
4. Vendors response shall include any and all costs within their proposal response, including but not limited to costs of bonding, delivery, permits, specialized equipment, or any other cost necessary.
5. Any product provided is to be factory new, and carry full factory warranty. No refurbished units.
6. The Vendor shall be solely responsible for its use of any subcontractor or any third-party acting on behalf of the Vendor.
7. Once a project begins, the Vendor selected must finish the work.
8. Vendor is to adhere to all specifications within this proposal request or otherwise attached. Any instance where any requirement is unclear or not specified, it shall not affect adherence to any other specification, and the Vendor shall use commercially reasonable efforts to satisfy any such requirement.

~~~This is your electronic signature.

Yes

No

7 Crowley ISD District Overview

The Crowley Independent School District (the "District") is a school district (political subdivision) located in Tarrant and Johnson Counties and is part of the Dallas-Fort Worth metroplex. The District covers approximately 57 square miles with an estimated population of approximately 80,000 people. The area's economy relies on manufacturing, agriculture and mineral production. Agricultural income is derived from beef cattle, dairy cattle, horses, cotton and grain. Minerals produced include oil, gas, sand and gravel.

The District employs over 2,400 employees and educates over 17,000 students. There are 63 languages spoken by students that attend Crowley ISD. Currently, Crowley ISD consists of 25 campuses, 15 elementary schools (PK-5 grade span), four (4) middle schools (6-8 grade span), two (2) 9th grade centers, two (2) high schools (10-12 grade span), one (1) learning center, one (1) career and technology center. The District is currently experiencing unprecedented growth and is averaging 1,171 annual new home closings.

Interested Proposers, please click on the below hyperlink to review the most recent demographic report. You may also copy and paste the hyperlink to your browser to open and view.

<https://drive.google.com/file/d/1avSXaYYzVnsiZ57jID6uGRi0ifTolzY3/view>

8 Communications Statement

Communications: Contact between vendors and Crowley ISD representatives and or Crowley ISD Board of Trustees during the proposal process and or evaluation process is prohibited. Any attempt by vendors during the proposal process and or during the evaluation process to contact CISD representatives and or Crowley ISD Board of Trustees, may result in disqualification of your bid response. All communication shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. Response to questions will be posted in the form of an addendum to this request for qualifications via lonwave should there be any questions received. The vendors will be responsible for reviewing any posted applicable addenda.

~~~This is your electronic signature.

I understand

**9 Scope of Work**

Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with Styrofoam recycle units that will be utilized at 17 campus locations within Crowley ISD premises. For a complete list of the identified 17 Crowley ISD campuses, please download and review the "CISD Campus Locations" document under the "Attachments" tab of this RFP. Example of recycle Styrofoam units are StyroGenie, Styrofoam Compactor, Styrofoam Densifier or any company approved equal recycling unit. The purpose of this RFP is for Crowley ISD schools to become more environmentally friendly with disposing Styrofoam while reducing waste usage.

This RFP is in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200, the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) to procure vendors who provide goods and or services purchased by Crowley ISD using federal funds. All qualified vendors are encouraged to participate, including any vendor that has been awarded to a previous proposal with CISD. This proposal may be utilized by local, state, federal, child nutrition and grant funded programs.

This proposal will be awarded to one vendor. All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

~~~This is your signature stating you agree to the scope of work.

Yes, I understand

No

10 Period of Performance

The period of performance will be from date of award through June 30, 2025. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services. All purchases will be subject to the terms and conditions of this RFP.

~~~This is your electronic signature.

Yes, I understand

No

**1**  
**1** **Delivery of Styrofoam Recycle Units**

If your company is awarded to this RFP, the delivery location of the Styrofoam recycle units shall be at the identified Crowley ISD Elementary Schools. The Executive Director of Maintenance will work with the awarded vendor on a delivery schedule. This list which includes the physical addresses can be located under the "Attachments" tab of this RFP. As a reminder, all new equipment are turn-key purchases and must include all needed installations, equipment and related costs.

~~~This is your signature stating you agree to the delivery location.

Yes, I understand
 No

1
2 **Estimated Annual Expenditures**

Based on the current needs of Crowley ISD, the District estimates a spend for this purchase to be approximately \$476,000.

****This amount is an approximate. Actual amount will depend on awarded numbers.****

1
3 **Tentative Timeline Information**

| Timeline | Date |
|--|-------------------------------|
| RFP Advertised Date | 1/23/2025 9:00 A.M. CST |
| All RFP Questions Due via Ionwave | 1/30/2025 12:00 P.M. CST |
| All RFP Questions will be answered in Ionwave | 1/31/2025 End of Business Day |
| RFP Closing Date
Note this RFP will be publicly read aloud at 2:30 p.m. via Zoom on this date. Zoom Link in attribute #15. | 2/7/2025 2:00 P.M. CST |
| Future Action Board Agenda Item | January 2025 |
| Consent Board Agenda Item For Board Approval | February 2025 |
| Anticipated Award Date | Upon Board Approval Date |

1
4 **Award Information**

This proposal will be awarded to (1) one vendor. The District will award the vendor that is most conducive to Crowley ISD needs. CISD has the right to terminate said contract at any time with any vendor if it is in the best interest of the District. If contract will be terminated, vendor will receive a notice 30 days prior to termination from the Purchasing Department. The District reserves the right to publish subsequent solicitations. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services.

****Do not provide any goods and or services without a bona-fide purchase order signed by the Director of Purchasing.****

~~~This is your electronic signature.

Yes  
 No

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### RFP Closing

The bid will close promptly at 2:00 pm on February 7, 2025. This RFP will be publicly opened via Zoom at 2:30 pm on February 7, 2025. The bid tabulation reading of this RFP is not mandatory for vendors to attend. Proposal offer must remain valid for at least 180 days. All vendors will be notified of outcome selection awarded via lonwave once bid has been evaluated and awarded.

To attend to the RFP closing call where each prospective bidder's submission will be read aloud, please click on the URL link at 2:30 p.m. CST on February 7, 2025 to attend. **Please note, no questions will be answered during this time.**

Join Zoom Meeting

<https://crowley-k12-tx-us.zoom.us/j/97742178408?pwd=PMcZtgd4A1FiP7hv4n3TrVxGhEmaq9.1>

Meeting ID: 977 4217 8408

Passcode: 258806

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One tap mobile

+13462487799,,97742178408# US (Houston)

+16694449171,,97742178408# US

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Dial by your location

• +1 346 248 7799 US (Houston)

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

• +1 719 359 4580 US

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

• +1 646 931 3860 US

• +1 689 278 1000 US

• +1 929 436 2866 US (New York)

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 360 209 5623 US

Meeting ID: 977 4217 8408

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### Proposal Preparation and Response Costs

All travel, proposal preparation costs, and any costs related to the Vendors submitting a response to this proposal request shall be borne by the Vendor. The District will not be responsible for any Vendor expenses attributable to the preparation or response to this proposal request.

~~~This is your electronic signature.

Yes

No

1
7

Contract Dispute Resolution

All disputes arising in connection with the contract formed as a result of this proposal shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of thirty (30) calendar days, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available by law or in equity.

~~~This is your electronic signature.

Yes

No

|                |                                                                                                                                                                              |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1<br/>8</b> | <b>District Purchase Orders</b><br>Does your company accept district purchase orders?<br><br>Vendor must type "Yes" or "No" as an answer<br><input type="text" value="Yes"/> |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                |                                                                                                                                                                                 |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1<br/>9</b> | <b>District Checks</b><br>Does your company accept district purchase checks for payment?<br><br>Vendor must type "Yes" or "No" as an answer<br><input type="text" value="Yes"/> |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2<br/>0</b> | <b>W-9 Form</b><br>Crowley ISD requires W-9's to be on file for all vendors from whom we purchase from. Please make sure to attach your current W9 to this advertised RFP prior to submitting your response. The copy of your W9 must be submitted on the latest IRS W9 form that is from March 2024. Interested vendors may verify if they are utilizing the most updated W9 form by reviewing the top left-hand corner of the form. Interested vendors must upload the document under the "Response Attachments" tab. Please indicate that you have read and will comply and agree.<br><br>~~~This is your electronic signature.<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2<br/>1</b> | <b>Original Invoice Submission</b><br>All invoices for products and or services must include the processed purchase order number associated with that purchase. All invoices must be emailed to <a href="mailto:accounts.payable@crowley.k12.tx.us">accounts.payable@crowley.k12.tx.us</a> .<br><br>If vendor selects to mail paper copies of invoices, please send to the below:<br><br>Crowley ISD<br>Attention: Accounts Payable<br>PO Box 688<br>Crowley TX. 76036<br><br>~~~This is your electronic signature.<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2<br/>2</b> | <b>Payments for Goods and Services</b><br>Payment for goods and services shall be governed by Texas Government Code 2251. Upon the Vendor's request, CISD shall furnish applicable tax exemptions that the District holds. The District may dispute an invoice by providing an explanation of the basis for the dispute. The Vendor shall be responsible in securing credit memos, as may be needed, for any problems that may occur during the length of this proposal for any reason, including but not limited to over priced items, incorrect shipping charges, standard returns, or any charges not in accordance with this proposal. |
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|                |                                                                                                                                                                                                                                                                                                              |
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| <b>2<br/>3</b> | <b>Credit Memos</b><br>CISD expects awarded vendor's sales representative and/or customer service department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this proposal such as over priced items, shipping charges etc. |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                      |                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b><br><b>4</b> | <b>Tax Exempt Status</b><br>The Crowley Independent School District is exempt from Federal Excise Tax. <b>DO NOT INCLUDE TAX IN PROPOSAL PRICES.</b> Excise Tax Exemption Certificate will be furnished upon request. CISD Federal ID Number is 75-1247307.<br>~~~This is your electronic signature.<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                      |                                                                                                                                                                                                                                                          |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b><br><b>5</b> | <b>No Deviations</b><br>I certify that there are <b>NO</b> deviations from the attached Special Terms, Conditions, and Specifications.<br>~~This is your electronic signature.<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b><br><b>6</b> | <b>Deviations</b><br>If your Firm intends to deviate from the Specifications listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bids based upon any deviations indicated below. If none, please enter N/A (not applicable).<br><input type="text" value="No deviations"/> |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b><br><b>7</b> | <b>Dun &amp; Bradstreet Number (DUNS #)</b><br>The Data Universal Numbering System, abbreviated as DUNS or D-U-N-S, is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS number is a nine-digit number issued by D&B assigned to each business location in the D&B database having a unique, separate, and distinct operation for the purpose of identifying them. Please enter your DUNS #. If you do not have one, please enter N/A (not applicable).<br><input type="text" value="080599870"/> |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b><br><b>8</b> | <b>Covid-19 Vaccine Passport Prohibition</b><br>Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.<br>~~~This is your electronic signature.<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                      |                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2</b><br><b>9</b> | <b>Debts and Delinquencies Affirmation</b><br>Vendor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.<br>~~~This is your electronic signature.<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**3  
0** **Non-Collusive Bidding Certificate**

NON-COLLUSIVE BIDDING CERTIFICATE- By submission of this bid or proposal, the vendor certifies that: a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above.

~~~This is your electronic signature.

- Yes
- No

**3
1** **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: • The employer has contracted with the district to provide services. • The particular employee will have continuing duties relating to the contract with the district. • The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: • they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District believes might compromise the safety of student, staff or property. A Bidder/Proposer's violation of this section shall constitute substantial failure. If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.

~~~This is your electronic signature.

- Yes
- No

**3  
2** **Crowley ISD Indemnification/Fingerprinting Info**

Crowley ISD Indemnification/Fingerprinting Info are listed in an attachment. Please check if you agree to CISD Indemnification/Fingerprinting Info.

~~~This is your electronic signature.

- Yes
- No

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3

Crowley ISD Insurance Provisions

Crowley ISD Insurance Provisions are listed in an attachment. If vendor's staff will be on a school site while students will be present, vendor must comply with Texas Education Code Chapter 22. This is required for all Texas Public Schools. If vendor staff will be on school site while students will be present, you must attach copy of insurance to your bid response.

If your staff will not be on campus when students are present, you MAY not have covered employees. Crowley ISD recommends all vendors consult their legal counsel for guidance in compliance with this law. Please check if you agree to CISD Insurance Provisions.

~~~This is your electronic signature.

Yes

No

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### Felony Conviction Notification

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

~~~Please select the statement that applies to your company regarding the Felony Conviction Notification Publicly held corporation-N/A = My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. No = My firm is not owned nor operated by anyone who has been convicted of a felony. Yes = My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

N/A

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Felony Conviction Details

If your firm is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

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Disclosure of Interested Parties

House Bill 1295 - Disclosure of Interested Parties: CISD may not enter into certain contracts with a business entity that is in excess of \$50,000 or more in one transaction unless the business entity submits a disclosure of interested parties to CISD at the time the business entity submits the signed contract. The Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm provides the appropriate instructions on how to file Form 1295. CISD Purchasing Department will request the form 1295 as needed.

3
7

Conflict of Interest Questionnaire

Conflict of Interest: It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: <https://www.ethics.state.tx.us/forms/conflict/>. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. (Ref H.B. 23.)

Officers of the Crowley Independent School District are as follows:

- Dr. Michael McFarland, Superintendent of Schools
- Daryl R. Davis, II, Board President
- Gary Grassia, 1st Vice President
- Dr. Mia Hall, 2nd Vice President
- Nedra Robinson, Board Secretary
- June Davis, Board of Trustee Member
- Dr. La Tonya Woodson-Mayfield, Board of Trustee Member
- Kelicia Stevenson, Board of Trustee Member

The Conflict of Interest Questionnaire form can also be located under the "Attachments Tab" of this advertised RFP. If you are required to file, attach your completed conflict of interest questionnaire under the "Response Attachments" Tab of this RFP.

If there is a conflict of interest, answer yes and then complete the conflict of interest questionnaire and upload it to the "Response Attachments" tab of this RFP.

If there is no Conflict of Interest, please select N/A for your answer and mark N/A on the conflict of interest questionnaire form, sign the form and then upload it under the "Response Attachments" tab of this RFP.

Yes, I am required to file a form

N/A

3
8

Prohibition on Contracts with Companies Boycotting Israel (HB 89)

Pursuant to Texas Government Code, Chapter 2270, as amended, if Proposer is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Proposer represents and warrants to the Owner that the Proposer does not boycott Israel and will not boycott Israel during the term of this Agreement.

Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

~~~This is your electronic signature.

Yes

No

**39 Prohibition on Contracts with Certain Companies (SB 252)**

The Proposer verifies that neither the company, nor any subsidiaries, nor entities under common control, are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization"

~~~This is your electronic signature.

- Yes
- No

40 Prohibition from Contracting with Abortion Providers

Pursuant to Texas Government Code Chapter 2272, Vendor certifies by its signature below that it is not an abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the vendor has such a prohibited affiliation or contractual relationship.

~~~This is your electronic signature.

- Yes
- No

**41 Contract with person indebted to school district Texas Education Code 44.044**

Sec. 44.044. CONTRACT WITH PERSON INDEBTED TO SCHOOL DISTRICT.

- a) The board of trustees of a school district by resolution may establish regulations permitting the school district to refuse to enter into a contract or other transaction with a person indebted to the school district.
- b) It is not a violation of this subchapter for a school district, under regulations adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the school district.
- c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the school district requiring approval by the board.

I certify I am not indebted to Crowley ISD.

~~~This is your electronic signature.

- Yes
- No

**4
2** Code of Conduct

Vendors and their suppliers, installers and all others working on CISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers and installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities by signing this document. 1. Vendors employees, installers and suppliers who will be entering the district site should check in with the CISD designated representative. 2. Vendors employees, installers and supplier must wear picture ID badges while on CISD property. See Criminal Background Check Notification attribute included in this proposal. 3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff. 4. Drugs and alcoholic beverages are PROHIBITED. 5. The use of vulgar or improper language is PROHIBITED. CISD will determine on a case by case basis what constitutes vulgar or improper language. 6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. CISD staff will determine unacceptable behavior. 7. School requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and also work with CISD to make up any scheduling. 8. ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED. 9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed. 10. Vendor's employees, installers and suppliers will promptly leave the school campus at the end of each work shift. 11. Weapons of any type are not allowed on the job site or parking area. Vendor's employees will comply with all state and district rules regarding weapon free zones. 12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by CISD to perform criminal background evaluations/investigations. 13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on CISD property where students are present: · Any offense against a child. · Any sex offense. · Any crimes against persons involving weapons or violence. · Any felony offense against property; or · Any other offense that CISD believes might compromise the safety of students, staff or property. I understand and agree to comply with the rules and responsibilities as stated in the Job Site Code of Conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules and responsibilities stated above.

~~~This is your electronic signature.

- Yes
- No

**4  
3** Resident Bidder's Certification

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident. Section 2252.001(4) "Resident bidder" means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

~~~This is your electronic signature.

- Yes
- No

**4
4** Non-Resident Bidder's Certification

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Marietta, Georgia

| | |
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| 4
5 | Place of Business
For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner:

1.Has its principal place of business been located in the state of Texas; OR
2.Employs at least 500 persons in the state of Texas
3.IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?

<input type="text" value="No"/> |
|----------------|--|

| | |
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| 4
6 | Number of Employees
For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner:

1.Has its principal place of business in this state of Texas; OR
2.Employs at least 500 persons in this state.
3.IF YOU ARE NOT A TEXAS BASED BUSINESS, DO YOU HAVE MORE THAN 500 EMPLOYEES IN TEXAS?

<input type="text" value="No"/> |
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| 4
7 | Public Records Notification
The District is subject to the Texas Public Information Act and its limited exceptions. When applicable, District will provide third party notice but assumes no other liability or obligation to protect from disclosure third party information or records. Tex. Gov't Code § 552.305. I acknowledge and agree.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
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| 4
8 | Objections to the Public Records Notification
If your Firm has any objections to the release of information provided and contained in this solicitation, please list your objections below. Only those organizations providing objections below will receive third party notification. Objections to the release of information are subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. If no objections, please enter N/A (not applicable).

<input type="text" value="N/A"/> |
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| 4
9 | Confidential Information Attached
If any of a respondent's information is considered to be confidential or a trade secret belonging to the respondent and, if released would give advantage to a competitor or respondent, that information should be submitted with the proposal in a separate attachment marked 'CONFIDENTIAL.' The release of information marked 'Confidential' is subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. |
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Compliance with Texas Family Code Provision

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. Select applicable certification:

Certification 1:

Person(s) certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. Please attach sheet of names and signatures in the Response Attachments tab. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, check not applicable.

Certification 2:

Proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

~~~This is your electronic signature.

- Yes
- No
- N/A

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1

### American With Disabilities Act

Vendor represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

~~~This is your electronic signature.

- Yes
- No

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2 **TRS Retiree Reporting**

In accordance with TRS requirements, TRS retirees engaged with a Texas public school district, or a 3rd Party Entity (an entity retained by a Texas public educational institution to provide personnel to the institution to perform duties or provide services that employees of the institution would normally perform or provide), must be reported by the Texas Public school district to TRS with the name and identifying requirements of each retiree for recording purposes. Employment by a third-party entity is considered employment by a Texas public educational institution subject to the employment after retirement laws and rules. For purposes of employment after retirement, retirees are considered employees during the first 12 consecutive-calendar-months following retirement, if they are performing duties or providing services for an educational institution that an employee of the institution would otherwise perform, and waiving, deferring, or foregoing compensation for those duties or services; working as independent contractors; working as a volunteer but performing duties or providing services that the retiree performed immediately before retiring and has an agreement to perform or provide those same services or duties after the first 12 full, consecutive-calendar-months after retirement. Employers are required to report these retirees, as if they were employees, each month during the first 12 calendar months after the retiree's effective date of retirement. If an Independent Contractor, Are you a TRS retiree, or as a Vendor, are any of your staff who are providing services to Crowley ISD TRS retirees? (If yes, please provide a separate attachment listing details within the "response attachment tab")

If this attribute does not apply to your company, please note "N/A."

~~~This is your electronic signature.

n/a

**5**  
**3** **Change in Law and Compliance with Laws**

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

~~~This is your electronic signature.

- Yes
- No

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4 **Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commercial Code, vendor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Vendor will notify CISD before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

~~~This is your electronic signature.

- Yes
- No

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**Electrical Items**

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

~~~This is your electronic signature.

- Yes
- No
- N/A

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6

Federal Occupational Safety and Health Law

Vendor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

~~~This is your electronic signature.

- Yes
- No

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7

**Buy American Provision**

The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

Does Vendor Agree? Yes or No or if this does not apply to you, please select N/A

~~~This is your electronic signature.

- Yes
- No
- N/A

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8

Civil Rights/Discrimination

The vendor will be in compliance with mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities. Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

Yes

No

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9

**Immigration**

Vendor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments. process the vendor will be in compliance.

~~~This is your electronic signature.

Yes

No

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Media Release

Vendor shall not use CISD name, logo, or other likeness in any press release, marketing material, or other announcement without district prior written approval. CISD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the proposal or the services to which they relate without CISD prior written consent, and then only in accordance with explicit written instructions from the district.

~~~This is your electronic signature.

Yes

No

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1

**Buy Texas Affirmation**

In accordance with Section 2155.4441 of the Texas Government Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

~~~This is your electronic signature.

Yes

No

6
2 **Antitrust Affirmation**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this proposal, neither I nor any representative of the bidder has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this proposal, neither I nor any representative of the bidder has violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this proposal to a competitor of the bidder or any other company, corporation, firm, partnership or individual engaged in the same line of business as the bidder.

~~~This is your electronic signature.

Yes

No

**6**  
**3** **Technology Access Clause**

Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Vendor represents and warrants to CISD that the technology provided to the district for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

~~~This is your electronic signature.

Yes

No

N/A

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4

Data Sharing Agreement

Does your product or service involve the sharing of Student Data? The Data Sharing Agreement is attached for your review and can be found in the "Bid Attachments" Tab.

1. Data shall include but not limited to:

- CISD assigned student identification numbers
- CISD employee data
- Metadata
- User Content/Course Content
- All personally identifiable information in education records, directory data and other non-public education

2. Personally identifiable information (PII) as identified in the Family Education Rights and Privacy Act (FERPA)

3. De-identified information- Data or information that neither identifies nor provides the identity of an individual

****Note: If Crowley ISD will be making a purchase from your company, the data sharing agreement will be sent for review, completion of data and signature.****

Vendor must Answer either "Yes" " No" or " N/A"

~~~This is your electronic signature.

Yes

No

N/A

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### Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

~~~This is your electronic signature.

Yes

No

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6

Disaster Recovery Plan

Upon request of the district, Vendor shall provide the descriptions of its business continuity and disaster recovery plans.

~~~This is your electronic signature.

Yes

No

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7

### Financial Participation Prohibited Affirmation

Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from CISD to participate in the preparation of the specifications or solicitation on which this proposal or contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

~~~This is your electronic signature.

Yes

No

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| 6
8 | Dealings with Public Servants Affirmation
Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
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| 6
9 | Firearm Entity/Trade Association Nondiscrimination
If VENDOR is not a sole proprietorship, has ten (10) or more employees, and the value of VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the DISTRICT, unless excepted from that law.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
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| 7
0 | Energy Company Boycott
As required by Texas Government Code Ann. Chapter 2274, if VENDOR has ten (10) or more employees, is not a sole proprietorship, and if the value of VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the DISTRICT, unless excepted by that law.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
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| 7
1 | Equal Employment Opportunity
Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder/proposer must certify that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
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| 7
2 | Certification of Equal Employment Statement
It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
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7
3

Davis Bacon Act

Davis-Bacon Act wage rates for construction projects, 40 U.S.C. §3141 – §3144 and §3146 – §3148 as supplemented by Department of Labor regulation in 29 C.F.R. Part 5. If applicable to this contract, a copy of the current prevailing wage rate will be attached.

~~~This is your electronic signature.

Yes

No

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4

**Copeland Anti-Kickback Act**

The Copeland Anti-Kickback Act, 40 U.S.C. §3145, and Department Of Labor regulations, 29 C.F.R. Part 3, prohibiting kickbacks in exchange for employment on the project.

~~~This is your electronic signature.

Yes

No

7
5

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

~~~This is your electronic signature.

Yes

No

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6

**Certificate Regarding Debarment Suspension**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

~~~This is your electronic signature.

Yes

No

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| 7
7 | Disclosure of Lobbying Activities
Disclosure of Lobbying Activities (Form SF-LLL) and instructions for completion of the form are found under the "Attachments" tab. You must complete the form and attach it to your submission. If nothing to disclose, enter "N/A" and sign the form prior to attaching it. |
|----------------------|--|

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| 7
8 | Certification of Applicability to Sub-Contractors
Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
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| 7
9 | Subcontractor Information
If your company will have subcontractors for the duration of this contract, please list them here. If none, please enter N/A (not applicable).

Changes to the List of Subcontractors must be reviewed and approved in writing by the Crowley ISD Purchasing Department prior to any changes being made. This ensures that there is no conflict of interest involved during the duration of this agreement.

<input type="text" value="n/a"/> |
|----------------------|---|

| | |
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| 8
0 | PR/Award # or Project Name Regarding Debarment
Please enter your PR/Award # or Project Name regarding debarment IF YOU HAVE ONE. If you don't have a #, please enter N/A (not applicable).

~~~This is your electronic signature.

<input type="text" value="n/a"/> |
|----------------------|---|

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| 8
1 | Clean Air and Clean Water Act
Proposer must be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
|----------------------|--|

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| 8
2 | Energy Policy and Conservation Act
When federal funds are expended by Crowley ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871). ~~~ This is your electronic signature.

~~~This is your electronic signature.
<input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No |
|----------------------|---|

**8
3** **Solid Waste Disposal Act**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. I agree to comply with this Federal Rule.

~~~This is your electronic signature.

- Yes
- No

**8  
4** **Rights to Inventions**

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, the vendor certifies that during the term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this Federal Rule.

~~~This is your electronic signature.

- Yes
- No

**8
5** **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by Crowley ISD, the vendor certifies that during the term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Vendor must type "Agree" or "Disagree."

~~~This is your electronic signature.

Agree

**8**  
**6** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule above, when federal funds are expended Crowley ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

~~~This is your electronic signature.

Yes

No

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7 **Encouragement of Historically Underutilized Business and Minority-and Women-Owned Businesses**

The District establishes the following minimum percentage goals for District work to be performed by HUBs or M/WBEs as prime contractors or as subcontractors for work valued at or above \$50,000 and advertised for competitive bid or competitive sealed proposals:

1. 20 percent of general purchases;
2. 25 percent of professional services
3. 20 percent of construction contracts

However, nothing in CH(Local) board policy shall operate in violation of law, including the provisions of the revised civil statutes of Texas, Texas Education Code 44.031, or any other provision of state or federal law.

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MWBE/WBE/HUB Compliance

If vendor will be subcontracting any work under this award, if successful, vendor must agree to comply with federal requirements stated on 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Please make sure to attach proper certification(s) in the response upload area.

~~~This is your electronic signature.

- Yes  
 No

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### Record Retention

When federal funds are expended by Crowley ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. I agree to comply with this Federal Rule.

~~~This is your electronic signature.

- Yes
 No

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Breach of Contract

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. I agree with this Federal Rule.

~~~This is your electronic signature.

- Yes  
 No

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### Termination for Cause and Convenience

Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Crowley ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Crowley ISD believes, in its sole discretion that it is in the best interest of Crowley ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Crowley ISD as of the termination date if the contract is terminated for convenience of Crowley ISD. Any award under this procurement process is not exclusive and Crowley ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Crowley ISD. I agree to abide by this Federal Rule.

~~~This is your electronic signature.

- Yes
 No

9 2 Prohibition on Telecommunications/Video Services or Equipment, 2 C.F.R. §200.216

All recipients of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation. The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities **OR** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities.

~~~This is your electronic signature.

- Yes
- No

**9 3 Domestic Preference for Procurement**

VENDOR will, as appropriate and consistent with law, to the greatest extent possible, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, concrete, and other manufactured products). These requirements must also be included in all sub-awards and contracts under VENDOR's contract. 2 C.F.R. §200.322.

~~~This is your electronic signature.

- Yes
- No

9 4 Profit As a Separate Element

For purchases using federal funds in excess of \$150,000, a Cooperative Member may be required to negotiate profit as a separate element of the price. [See, 2 CFR 200.323(b).] When required by a Cooperative Member, Proposer agrees and certifies that it will provide information and negotiate with the Cooperative Member regarding profit as a separate element of the price for a particular purchase. However, Proposer agrees that the total price, including profit, charged by Proposer to the Cooperative Member shall not exceed the awarded pricing, including any applicable discount, under Proposer's Cooperative Contract.

~~~This is your electronic signature.

- Yes
- No

**9 5 Intangible Property**

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

~~~This is your electronic signature.

- Yes
- No

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Prohibited Employee Assistance

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job, if the Vendor knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

~~~This is your electronic signature.

- Yes
- No

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**Companies Engaged in Business with Iran, Sudan, or a Foreign Terrorist Organization**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, school districts in the State of Texas, are prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Vendor certifies that it is not a listed company under any of those Texas Government Code provisions. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading our organization to believe that the Vendor was a listed company at the time of this procurement.

~~~This is your electronic signature.

- Yes
- No

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Certificate Regarding Alcoholic Beverages and Tobacco-Free Campus Policy

The VENDOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

~~~This is your electronic signature.

- Yes
- No

## Certificate Regarding Drug-Free Workplace

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision
  - (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. I, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will
    - (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace,
    - (b) establish a drug-free awareness program, and
    - (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either

- (a) made a false certification herein, or
- (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

~~~This is your electronic signature.

Yes

No

Certificate Regarding Worker's Compensation

Labor Code section 3700 in relevant part provides: Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

~~~This is your electronic signature.

Yes

No

## E-Verify Programs

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

### Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

~~~This is your electronic signature.

Yes

No

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Compliance with Anti-Trust Laws

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that: 1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; 2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15; 3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and 4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

Yes

No

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### Interlocal Agreement Clause - EPCNT (Educational Purchasing Cooperative of North Texas)

Crowley ISD is a member of EPCNT (*Educational Purchasing Cooperative of North Texas*) interlocal agreement that allows for any vendor that is awarded to an EPCNT compliant bid with an EPCNT district member, to piggyback from awarded bids. Several governmental entities around the Crowley Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? \*\*\*\*If you (the Vendor) checked yes, the following will apply: Government entities utilizing Internal Governmental contracts with the CISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than CISD will be billed directly to that government entity and paid by that government entity. CISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/services as needed.

~~~This is your electronic signature.

Yes

No

104 Contractor's Certificate Regarding Cooperative Agreement

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

- (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
- (2) An agreement that provides only: (i) Direct United States Government cash assistance to an individual (ii) A subsidy (iii) A loan (iv) A loan guarantee, or (v) Insurance.

Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

Yes

No

**105 Affiliated Purchasing Cooperatives**

Crowley ISD is currently affiliated with the below cooperatives. If your company is currently awarded to any of these cooperatives and you are interested in submitting to this advertised line item RFP, you must submit to this proposal for possible evaluation.

| Cooperative Name                                         |
|----------------------------------------------------------|
| Allied State Cooperative                                 |
| Buyboard Cooperative                                     |
| Choice Partners Cooperative                              |
| Equalis Group Cooperative                                |
| Omnia Partners (Formally U.S. Communities) Cooperative   |
| Sourcewell (Formally NJPA) Cooperative                   |
| Tarrant County Cooperative Purchasing Program            |
| Texas DIR (Texas Department of Information Resources)    |
| Texas SmartBuy Cooperative                               |
| TIPS- USA (The Interlocal Purchasing System) Cooperative |
| TXMAS- Texas Comptroller                                 |

**106 Section 2.0 - References**

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### Reference Requirements

Please indicate below three business references that have contracted with your company to provide like products and/or services. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities. **Note: Failure to supply complete reference information may be grounds for bid/proposal disqualification. It is the vendor's responsibility to make appropriate assurance that the references provided are aware that CISD will be contacting them for a reference check. Failure of the references to timely respond to our reference check will directly impact the points assigned for this information on the selection process.** ~~ I have read and understand the references requirements.

~~~This is your electronic signature.

Yes

No

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Reference 1

Reference Number 1. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.

Houston ISD, 6801 Bennington ST, Houston, TX 77028. Marcus Glenn, Glenn, Marcus
<Marcus.Glenn@houstonisd.org>, 6 StyroGenies

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Reference 2

Reference Number 2. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.

Lewisville ISD, 565 W Main St, Lewisville, TX 75067, Kim Stafford, 469.948.2032, staffordk@lisd.net, 16 StyroGenies

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Reference 3

Reference Number 3. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.

Landmark Christian School, 50 East Broad St. Fairburn, GA 30213, Ann Marie Brezina, 770-306-0647, ambrezina@landmarkchristianschool.org, 1 StyroGenie

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Section 3.0 - Evaluation Criteria

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Evaluation Criteria

In evaluating Request for Proposals submitted and per the Texas Education Code 44.031(b) and Texas Department of Agriculture, Administrators Reference Manual (ARM) Section 17, following considerations shall be taken into account to determine the best value for the District.

| | Factors | Possible Points or Weighted Averages |
|---|---|--------------------------------------|
| 1 | purchase price | 30 |
| 2 | the reputation of the vendor or of the vendor's goods or services | 15 |
| 3 | the quality of the vendor's goods or services | 15 |
| 4 | the extent to which the goods or services meet the District's needs | 10 |
| 5 | the vendor's past relationship with the District | 10 |
| 6 | the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses | 0 |
| 7 | the total long-term cost to the District to acquire the vendor's goods or services | 10 |
| 8 | for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
a. has its principal place of business in this state; or
b. employs at least 500 persons in this state. | 0 |
| 9 | the District will select the most highly qualified provider of this services on the basis of:
-demonstrated competence:
a. experience, etc.
-qualifications:
a. education
b. certification, licenses, etc. | 10 |

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False Statements

Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted proposal and any resulting contract.

~~~This is your electronic signature.

Yes

No

**Bid Lines**

1

### Styrofoam Recycle Units

In this section, interested proposers will provide Crowley ISD with the proposed cost of seventeen (17) Styrofoam recycle units that will be housed within the identified Crowley ISD elementary school campuses. Example units are StyroGenie, Styrofoam Compactor, Styrofoam Densifier or any company approved equal recycling unit.

**\*\*Upload in the "Response Attachments" tab a copy of the proposed item including image, specifications, manufacturer name and number, etc. for review. Failure to do this step will invalidate your bid response.\*\***

2

The proposed units must be able to recycle polystyrene foam trays, cups, utensils, Casters, Power Vent with Odor Neutralizer, Sorting table for collection and separation, Tap and Stack Cart. The vendor must also provide start-up and training for the proposed Styrofoam recycle units.

- \* 1 ea 1 year parts and labor warranty
- \* 1 ea optional extended warranty availability
- \* 1 ea front facing/forward opening single door optional right or left hand opening
- \* 1 ea both doors equipped with timed safety interlocks
- \* 1 each password protection and automatic locking, load and discharge doors

Example Units are StyroGenie, Styrofoam Compactor, Styrofoam Densifier or any company approved equal recycling unit.

Enter proposed price for one (1) Styrofoam recycle units here. The system will automatically multiply the amount times the quantity that Crowley ISD is requesting.

**\*\*As a reminder, vendors must upload full proposed product specifications and photos within the "Response Attachments" tab.\*\***

Quantity:  UOM:  Price:  Total:

#### Item Attributes

##### 1. Lead Time

If your company is selected for this RFP award, please provide the amount of time necessary to prepare and deliver the foam recycle units upon receipt of the district purchase order here.

**Response Total: \$481,100.00**