



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 8

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1765236

Procurement Type: Central Purchase Order

Vendor ID: VC0000028223

Legal Name: PUEBLO HOTEL SUPPLY

Alias/DBA:

Total Bid: \$87,130.09

Response Date: 09/04/2025

Response Time: 12:16

Responded By User ID: gogradys

First Name: Summer

Last Name: Smythe

Email: sales@gogradys.com

Phone: 719-542-8853

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2600000008

Published Date: 9/2/25

Close Date: 9/4/25

Close Time: 13:30

Status: Closed

Solicitation Description: CL44-BAS+BUILDUP Conveyor Dishwasher or equal

Total of Header Attachments: 8

Total of All Attachments: 8



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1765236
Solicitation Description: CL44-BAS+BILDUP Conveyor Dishwasher or equal
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-09-04 13:30	SR 0603 ESR09042500000001646	1

VENDOR
VC0000028223
PUEBLO HOTEL SUPPLY

Solicitation Number: CRFQ 0603 ADJ2600000008
Total Bid: 87130.08999999999650754034519 **Response Date:** 2025-09-04 **Response Time:** 12:16:27
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor		
Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	CL44-BAS+BUILDUP Conveyor Dishwasher Machine or equal				43085.51

Comm Code	Manufacturer	Specification	Model #
52152200			

Commodity Line Comments:

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, per the attached specifications and documentation. Contractor MUST field verify this area.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Disposer Hobart Model FD4/150+Buildup or equal				4609.58

Comm Code	Manufacturer	Specification	Model #
52152200			

Commodity Line Comments:

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Soiled Dish Table Package				24985.00

Comm Code	Manufacturer	Specification	Model #
52152200			

Commodity Line Comments:

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment , and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Delivery and complete installation of the equipment				14450.00

Comm Code	Manufacturer	Specification	Model #
52152200			

Commodity Line Comments:

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

Delivery and complete installation of the equipment. Contractor MUST field verify this area.

EXHIBIT A - PRICING PAGE CRFQ ADJ26*08

Item Number	Quantity	Description	Unit Cost
1	1	Dishwasher, Conveyor Type Hobart CL44-BAS+BUILDUP Dishwasher Electric High Temperature Rack Conveyor or equal	43085.51
2	1	Disposer Hobart Model FD4/150 + Buildup Disposer, or equal	4609.58
3	1	Soiled Dish Table Package	24985
4	1	Delivery and complete Installation of the equipment listed in 1,2,3 or equal	14450
GRAND TOTAL			87130.09

Vendor Name: _____ Pueblo Hotel Supply dba Gradys

Vendor Address: _____ 170 Greenhorn Dr Pueblo, Co 81004

Signature: _____ *Summer Smythe*

Phone: _____ 719-542-8853 ext 402

Fax: _____ 719-542-8857

E-mail: _____ summer@gogradys.com



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1765236			Reason for Modification:
Doc Description: CL44-BAS+BUILDUP Conveyor Dishwasher or equal			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-18	2025-09-04 13:30	CRFQ 0603 ADJ2600000008	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name : Pueblo Hotel Supply dba Gradys
Address : 170
Street : Greenhorn Dr
City : Pueblo
State : Co **Country :** USA **Zip :** 81004
Principal Contact : Summer Smythe
Vendor Contact Phone: 719-542-8853 **Extension:** 402

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X *Summer Smythe* **FEIN#** 84-0702763 **DATE** 9/4/25

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Construction
(CL44-BAS+BUILDUP Conveyor Dishwasher or equal)

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to provide a new High Temperature Rack Conveyor Dishwashing Machine with installation at the Camp Dawson - Regional Training Institute in Kingwood, WV, per the attached specifications.

Mandatory Prebid Meeting

#####

Camp Dawson RTI Facility
1001 Army Road
Kingwood, WV 26537
August 26, 2025 at 10am

#####

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CL44-BAS+BUILDUP Conveyor Dishwasher Machine or equal			43085.51	43085.51

Comm Code	Manufacturer	Specification	Model #
52152200	Hobart		CL44-BAS+BUILDUP

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO				SHIP TO			
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR				ADJUTANT GENERALS OFFICE 1001 ARMY RD			
CHARLESTON		WV		KINGWOOD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Disposer Hobart Model FD4/150+Buildup or equal			4609.58	4609.58

Comm Code	Manufacturer	Specification	Model #
52152200	Hobart		FD4/150+BUILUP

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO				SHIP TO			
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR				ADJUTANT GENERALS OFFICE 1001 ARMY RD			
CHARLESTON		WV		KINGWOOD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Soiled Dish Table Package			24985.00	24985.00

Comm Code	Manufacturer	Specification	Model #
52152200	Aerowerks		SOILED BREAKDOWN SYSTEM

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment , and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery and complete installation of the equipment			14450.00	14450.00

Comm Code	Manufacturer	Specification	Model #
52152200			

Extended Description:
 Please refer to the Exhibit "A" Pricing Page to input pricing.

Delivery and complete installation of the equipment. Contractor MUST field verify this area.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Prebid Meeting at 10:00 am., EST.	2025-08-26
2	Vendor Technical Questions Due By 11:00 am., EST.	2025-08-29

	Document Phase	Document Description	Page 5
ADJ2600000008	Final	CL44-BAS+BUILDUP Conveyor Dishwasher or equal	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1765236			Reason for Modification: Addendum No. 1
Doc Description: CL44-BAS+BUILDUP Conveyor Dishwasher or equal			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-02	2025-09-04 13:30	CRFQ 0603 ADJ2600000008	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name : Pueblo Hotel Supply dba Gradys
Address : 170
Street : Greenhorn Dr
City : Pueblo,
State : Co **Country :** USA **Zip :** 81004
Principal Contact : Summer Smythe
Vendor Contact Phone: 719-542-8853 **Extension:** 402

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X *Summer Smythe* **FEIN#** 84-0702763 **DATE** 9/3/25

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1

1. To provide copies of the Pre-bid Meeting Sign-in Sheets, see attached.
2. Bid opening date and time remains September 4, 2025, at 1:30 pm., EST.

No other Changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CL44-BAS+BUILDUP Conveyor Dishwasher Machine or equal			43085.51	43085.51

Comm Code	Manufacturer	Specification	Model #
52152200	Hobart		CL44-BAS+BUILDUP

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

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INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Disposer Hobart Model FD4/150+Buildup or equal			4609.58	4609.58

Comm Code	Manufacturer	Specification	Model #
52152200	Hobart		FD4/150+BUILDUP

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO				SHIP TO			
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR				ADJUTANT GENERALS OFFICE 1001 ARMY RD			
CHARLESTON		WV		KINGWOOD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Soiled Dish Table Package			24985.00	24985.00

Comm Code	Manufacturer	Specification	Model #
52152200	Aerowerks		SOILED BREAKDOWN SYSTEM

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment , and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO				SHIP TO			
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR				ADJUTANT GENERALS OFFICE 1001 ARMY RD			
CHARLESTON		WV		KINGWOOD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery and complete installation of the equipment			14450.00	14450.00

Comm Code	Manufacturer	Specification	Model #
52152200			

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

Delivery and complete installation of the equipment. Contractor MUST field verify this area.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Prebid Meeting at 10:00 am., EST.	2025-08-26
2	Vendor Technical Questions Due By 11:00 am., EST.	2025-08-29

	Document Phase	Document Description	Page 4
ADJ2600000008	Final	CL44-BAS+BUILDUP Conveyor Dishwasher or equal	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1765236			Reason for Modification: Addendum No. 1
Doc Description: CL44-BAS+BUILDUP Conveyor Dishwasher or equal			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-02	2025-09-04 13:30	CRFQ 0603 ADJ2600000008	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name : Pueblo Hotel Supply dba Gradys
Address : 170
Street : Greenhorn Dr
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State : Co **Country :** USA **Zip :** 81004
Principal Contact : Summer Smythe
Vendor Contact Phone: 719-542-8853 **Extension:** 402

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X *Summer Smythe* **FEIN#** 84-0702763 **DATE** 9/3/25

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum No. 1
1. To provide copies of the Pre-bid Meeting Sign-in Sheets, see attached.
2. Bid opening date and time remains September 4, 2025, at 1:30 pm., EST.
No other Changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CL44-BAS+BUILDUP Conveyor Dishwasher Machine or equal			43,085.51	43,085.51

Comm Code	Manufacturer	Specification	Model #
52152200	Hobart		CL44-BAS+BUILDUP

Extended Description:
Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Disposer Hobart Model FD4/150+Buildup or equal			4,609.58	4,609.58

Comm Code	Manufacturer	Specification	Model #
52152200	Hobart		FD4/150+BUILDUP

Extended Description:
Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Soiled Dish Table Package			24985.00	24985.00

Comm Code	Manufacturer	Specification	Model #
52152200	Aerowerks		SOILED BREAKDOWN SYSTEM

Extended Description:
Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment , and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery and complete installation of the equipment			14450.00	14450.00

Comm Code	Manufacturer	Specification	Model #
52152200			

Extended Description:
Please refer to the Exhibit "A" Pricing Page to input pricing.

Delivery and complete installation of the equipment. Contractor MUST field verify this area.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Mandatory Prebid Meeting at 10:00 am., EST.	2025-08-26
2	Vendor Technical Questions Due By 11:00 am., EST.	2025-08-29

SOLICITATION NUMBER: CRFQ ADJ2600000008

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“ADJ2600000008”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time.
- ☐ Modify specifications of product or service being sought.
- ☐ Attachment of vendor questions and responses.
- ☒ Attachment of pre-bid sign-in sheet.
- ☐ Correction of error.
- ☐ Other.

Description of Modification to Solicitation:

1. To provide the Mandatory Pre-bid meeting sign-in sheets, see attached.
2. Bid opening date and time remains September 4, 2025, at 1:30 pm., EST.

No other Changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ-ADJ2600000008

Date of Pre-Bid Meeting: August 26, 2025

Location of Prebid Meeting: CL44-BAS+BUILDUP Conveyor Dishwasher or equal

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Dan Hill Construction	Brian Robinson	P.O. Box 658 Gawley Bridge WV	304-632-1600		Brian.Robinson@DanHillConstruction.com
Hooten Equipment	Kevin Tryon	961 Virginia St Charleston WV	304-982-3478		Kevin@HootenEquipmentCompany.com
CFMO	Charles Laughlin	1001 Army RD Kingwood WV 26537	304 374 1850		charles.r.laughlin2.mil@army.mil
CFMO	Robert Grimm	1001 Army RD Kingwood WV 26537	304-791-4959		robert.c.grimm11.afg@army.mil

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2600000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Pueblo Hotel Supply dba Gradys

Company

Summer Smaythe

Authorized Signature

9/3/25

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

To:	Project:	From:
State of West Virginia	State of West Virginia -	Pueblo Hotel Supply
David Pauline	Department of Administration bid #	Summer Smythe
304-558-0067 (Contact)	ADJ2600000008	dba Grady's
		170 Greenhorn Drive
		Pueblo, CO 81004
		(719)542-8853

Job Reference Number: OPP25979


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

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

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

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

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

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, CONVEYOR TYPE	\$28,999.33	\$28,999.33
		Hobart Model No. CL44-BAS+BUILDUP		
		Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .45 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, cULus, NSF, ENERGY STAR®, Free factory startup for installations within a 100 mile radius of a Hobart service office; installation beyond 100 miles will be charged at the quoted rate by the local Hobart service office		
	1 ea	Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.		
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		

Item	Qty	Description	Sell	Sell Total
	1 ea	CL44BAS-HTE15K Electric tank heat 15kW	\$3,170.59	\$3,170.59
	1 ea	CL44BAS-ELE0CD 480v/60/3-ph Single point connection standard (field convertible to dual point)		
	1 ea	CL44BAS-HGTSTD Standard Height 19.5"H x 22"W opening, fits full-sized sheet pan, horizontal		
	1 ea	CL44BAS-ERH18K With 18 kW Booster (default)	\$5,380.76	\$5,380.76
	1 ea	CL44BAS-DIR0LR Left to right operation		
	1 ea	WS80-NOINSTALL Water softening system 4,818 grains/lb capacity, 14 gallons regeneration volume, salt alarm, holds 2 bags of salt, pricing DOES NOT include installation. INSTALLATION BY AUTHORIZED HOBART SERVICE OFFICE IS RECOMMENDED (NET)	\$3,090.91	\$3,090.91
	1 ea	DWT-CL Drain water tempering kit for CL models	\$1,817.64	\$1,817.64
	1 ea	Installation of DWT kit only (NET)	\$626.28	\$626.28
	1 ea	CL44EN-BASFETSTD Standard feet ***DEALER TO VERIFY M.E.P. CONNECTIONS AND ACCESSORIES PRIOR TO ORDERING***		

ITEM TOTAL: \$43,085.51

2	1 ea	DISPOSER Hobart Model No. FD4/150+BUILDUP Disposer, basic unit only, 1-1/2 HP motor, steel housings, adjustable flange feet	\$2,781.18	\$2,781.18
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours		
	1 ea	FD4/150-ELE0KT 208-230/460v/60/3-ph & 208/415v/50/3-ph		
	1 ea	CONTROL-GRP50KP Control Panel Group 5, 200-240v/50/3-ph & 200-240/440-480v/60/3-ph	\$1,378.67	\$1,378.67
	1 ea	ACCESS-GROUPD Disposer Accessory, GROUP D, includes: vinyl silver-saver splash guard ring, vacuum breaker, fixed direction water inlet for sink, 7" I.D. stainless steel weld-in adapter ***DEALER TO VERIFY M.E.P. CONNECTIONS AND ACCESSORIES PRIOR TO ORDERING***	\$449.73	\$449.73

ITEM TOTAL: \$4,609.58

3	1 ea	SOILED BREAKDOWN SYSTEM Aerowerks Model No. SOILED BREAKDOWN SYSTEM Soiled breakdown system to include: A. Stainless steel windowsill – Qty 1 B. Soiled dish table, c/w waste trough, magnetic silver saver, (02) perforated s/s ledges, pre rinse sink & spray w/ sink grill, disposer control panel bracket, s/s undershelf end gusher and backsplash – Qty 1	\$24,985.00	\$24,985.00
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Item	Qty	Description	Sell	Sell Total
		<p>C. Mobile soak sink – Qty 1 (Existing clean dish table to be reused)</p> <p>2 Assembly:</p> <p>A. Aerowerks Factory Technician will arrive at jobsite to field weld, polish and interconnect Aerowerks equipment. This covers all inter electrical and plumbing connections of Aerowerks components only.</p> <p>B. Assembly to be performed during regular working hours. Overtime, weekend, evening or standby labor time is not included.</p> <p>C. Assembly is quoted based on Non-Union/Non-prevailing labor rates.</p> <p>D. Please be advised that all Aerowerks equipment MUST be assembled by Aerowerks Technician(s) or an Aerowerks authorized service agent. Warranty is void if assembled by an unauthorized service agent.</p> <p>E. Please note this Assembly DOES NOT include:</p> <ul style="list-style-type: none"> • Receive, uncrate, unload and delivery of equipment to dishroom • Electrical and plumbing connection from and to building. • Utility service connections of accessory equipment to Aerowerks equipment such as waste equipment or dishmachine. • Manned fire watch is not included as part of quoted assembly. • Unless specified in our quotation, removal and/or disposal of existing equipment are not included. 		
			ITEM TOTAL:	\$24,985.00
4	1 ea	<p>INSTALLATION</p> <p>Custom Model No. INSTALLATION Quote from Hobart Service INSTALLATION OF NEW DISHWASHER AND SOILED DISH TABLE/ DISPOSER.</p> <p>- Price includes receipt and delivery of dish washer. Disposer, and soiled dish table.</p> <p>- Removal of old machine and tabling.</p> <p>- Installation of new dish washer and disposer to customer provided electrical disconnects and plumbing rough-ins.</p> <p>- Deliver, uncrate and set-in place Aeroworks soiled dish table. Aeroworks tech to assemble table and field weld together making it ready for other final hook-ups.</p> <p>NOTE: WITH HOBART INSTALLATION CUSTOMER WILL RECEIVE AN ADDITIONAL 6 MONTHS OF WARRANTY IN ADDITION TO THEIR</p>	\$14,450.00	\$14,450.00

Item	Qty	Description	Sell	Sell Total
STANDARD 12 MONTHS.				
			ITEM TOTAL:	\$14,450.00
			Total	\$87,130.09

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

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

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

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

Freight is **not** included unless otherwise specified.

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



Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$87,130.09



Project _____
 AIA # _____ SIS # _____
 Item # _____ Quantity _____ C.S.I. Section 114000



CL44-BAS ELECTRIC

High Temperature Rack Conveyor Dishwashing Machine



SPECIFIER STATEMENT

Specified dishwasher will be Hobart CL44 Base electric tank heat model. Features include Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™, capless anti-clogging wash arms, 202 racks per hour, 90 gallons per hour pumped final rinse, ENERGY STAR®, insulated ergonomic cabinet style doors, touchscreen controls with WiFi connectivity, and NSF approved pot and pan cycle mode. The 19.5" standard chamber height will accommodate up to (6) standard sheet pans at a time on an open-end sheet pan rack.

STANDARD FEATURES

- + 90 gallons per hour pumped final rinse
- + 202 racks per hour
- + ENERGY STAR® Certified
- + Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™
- + Internal stainless steel pressure-less 18 kW booster heater (70°F rise)
 - Single point electrical connection standard
- + Capless, anti-clogging wash arms
- + Self-aligning wash manifolds
- + Large double door opening for ease of cleaning
- + 19.5" chamber height opening (accepts sheet pans)
- + Doors are insulated & hinged with door interlock switches
- + User-friendly smart touchscreen controls with diagnostics & troubleshooting
- + WiFi connectivity
- + SmartConnect app with machine status, temperature logs, error code reporting, and cost, consumption and usage analysis
- + Energy saver mode (programmable auto-shut down)
- + NSF rated configurable pot and pan cycle
- + Stainless steel self-draining pump and impeller
- + Single, sloping scrap screen and deep scrap basket
- + Rapid return conveyor drive mechanism
- + Service diagnostics
- + Door actuated drain closure
- + Vent fan control
- + Convertible hot water or low temperature final rinse
- + Booster heater control

OPTIONS & ACCESSORIES (Available at extra cost)

- ☐ Standard, short and extended stainless steel vent hoods
- ☐ Non-booster
- ☐ Direct drive unloader – adds 38" length; Reference spec F48944 for more details
- ☐ Side loader – SL23 adds 23" length, SL30 adds 30" length; Reference specs F40926 and F40927 for more details
- ☐ Blower-dryer – adds 33 1/4" to length; Reference spec F48945 (electric blower-dryer) and F48950 (steam blower-dryer) for more details (ships separate from dishmachine, contact Hobart Service for installation)
- ☐ Drain water tempering kit
- ☐ Flanged feet kit (requires two kits)
- ☐ Higher than standard chamber (24" opening)
- ☐ Table limit switch with 20' cable
- ☐ Correctional package (factory installed, contact Hobart for details)
- ☐ Water hammer arrester
- ☐ Factory-mounted circuit breakers (contact Hobart for details)

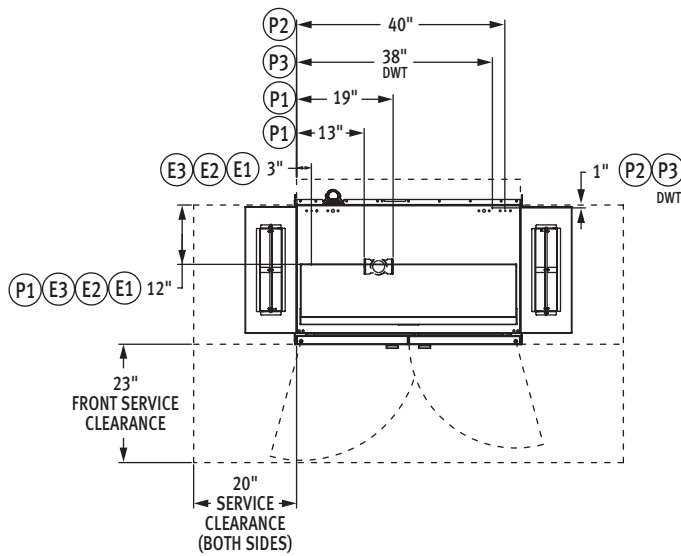
CL SERIES – CL44-BAS ELECTRIC

Approved by _____ Date _____ Approved by _____ Date _____

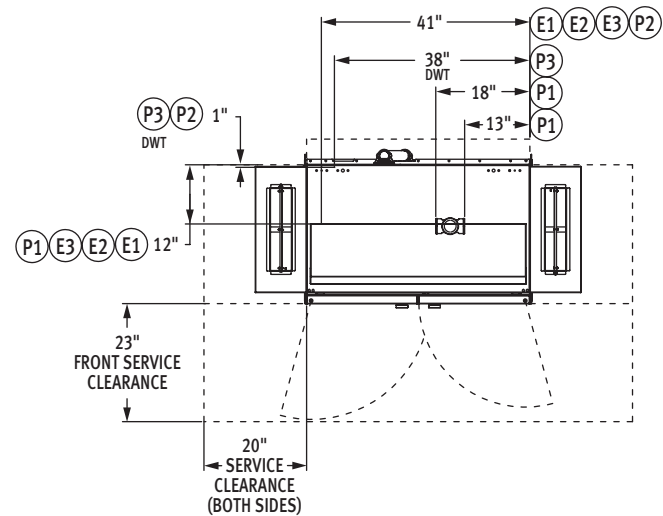


CL44-BAS ELECTRIC

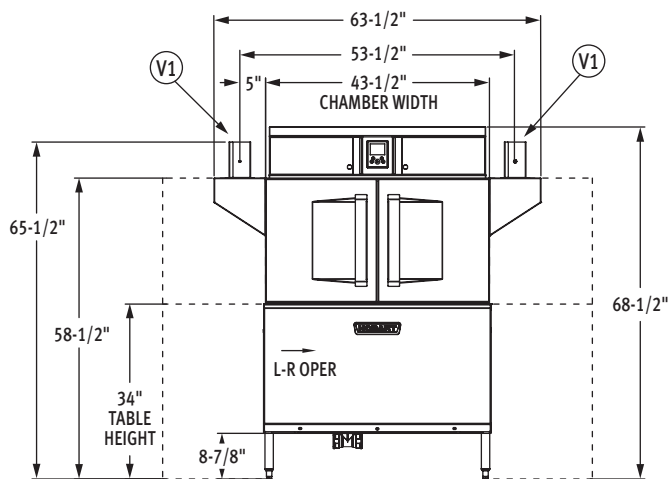
High Temperature Rack Conveyor Dishwashing Machine



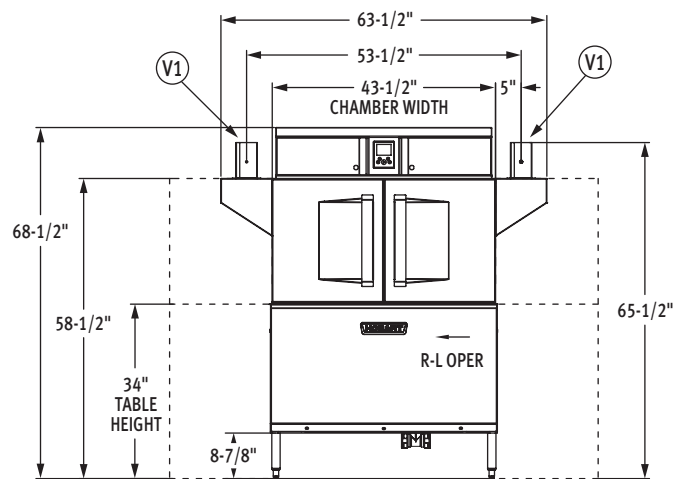
Top View Left to Right Machine



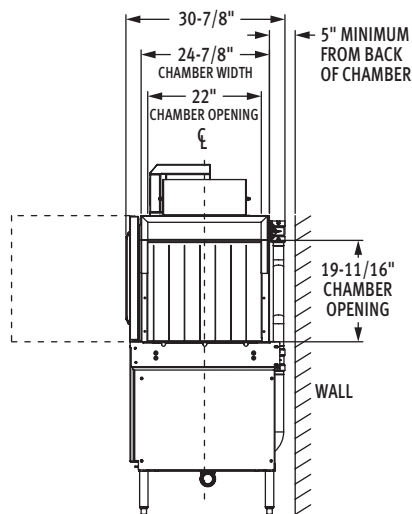
Top View Right to Left Machine



Front View Left to Right Machine



Front View Right to Left Machine



Side View

MODEL:
CL44-BAS ELECTRIC
L-R OPERATION
00-563920
REV A

MODEL:
CL44-BAS ELECTRIC
R-L OPERATION
00-563930
REV A



CL44-BAS ELECTRIC

High Temperature Rack Conveyor Dishwashing Machine

LEGEND

Electrical Connections	
SINGLE POINT CONNECTION	
E1	Electric connection, single point: motors, controls, tank heat, with 18 kW electric booster heater, 65" AFF.
DUAL POINT CONNECTION WITH BOOSTER	
E2	Electric connection: motors, tank heat, 62" AFF.
E3	Electric connection: controls, 18kW booster heater, 65" AFF.
Plumbing Connections	
P1	Drain: 2" FPT, 7-3/8" AFF, two possible connections; may be drained to either side of drain housing, plug opposite side.
P2	Common hot water connection: 1/2" FPT, 12" AFF. See plumbing notes for required temperatures.
P3	Optional drain water tempering. Cold water connection: 1/2" FPT, 12" AFF, cold temperature 80°F maximum.
Vent Connections	
V1	Optional vent hoods: 4" x 16" vent stack with damper. Load end 200 CFM, unload end 400 CFM.

SPECIFICATIONS

Capacities

Racks per Hour (NSF rated)	202
Wash Tank (U.S. gallons)	23
Conveyor Speed (feet per minute)	5.6

Motor Horsepower

Drive	1/6
Wash	2
Final Rinse	2/3

Water Consumption

U.S. Gallons per Hour	90
U.S. Gallons per Rack	0.45
Peak Drain Flow (U.S. gallons per minute)	38

Heating

Tank Heat, Electric (kW)	15
Electric Booster (built-in) (kW for 70°F rise)	18
Electric Booster (field conversion) (kW for 40°F rise)	12

Venting

Load End (minimum CFM)	200
Unload End (minimum CFM)	400

Shipping Weight (approximate)600 lbs.

Crated Dimensions 53"L x 38"W x 79"H

E1	Single Point Electrical Connection with Internal Booster	
Voltage	(E1) Motors, Controls, Tank Heat, 18 kW Booster Heater	
	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device
208/60/3	109.6	150
240/60/3	99.9	125
480/60/3	51.7	60
600/60/3	39.1	50

E2	Dual Point Electrical Connection with Internal Booster (Field Conversion Only)			
E3	(E2) Motors, Tank Heat		(E3) Controls, 18 kW Booster Heater	
Voltage	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device	Rated Amps	Minimum Supply Circuit Ampacity/ Maximum Protective Device
208/60/3	51.1	70	58.5	80
240/60/3	48.1	60	51.8	70
480/60/3	24.5	30	27.2	35
600/60/3	16.7	20	22.4	30

WARNING: Electrical and grounding connections must comply with the applicable portions of the National Electrical Code and/or other local electrical codes.

CAUTION: Certain materials including silver, aluminum, and pewter are attacked by sodium hypochlorite (liquid bleach).

ATTN: Plumbing connections must comply with applicable sanitary, safety and plumbing codes.



CL44-BAS ELECTRIC

High Temperature Rack Conveyor Dishwashing Machine

Plumbing Notes: Water hammer arrestor (meeting ASSE-1010 standard or equivalent) to be supplied (by others) in common water supply line at service connection.

Recommended water hardness to be 3 grains or less for best results.

Minimum incoming hot water temperatures:

110°F for 18kW internal booster

140°F for 12kW field converted internal booster

180°F without internal booster for high temperature sanitizing, 130°F for chemical sanitizing.

Building flowing water pressure to dish machine is 20 to 65 PSI at the machine.

For convenience when cleaning, water tap should be installed near machine with heavy duty hose and squeeze valve.

For chemical sanitizing applications, feeder must be certified to NSF Standard 29.

Miscellaneous Notes: All dimensions taken from floor line may be increased approximately 3/4" or decreased 1/2".

For HTS, add 4-5/16" to all dimensions above table line.

For HTS, add 15 lbs. to the domestic shipping weight of each model.

Electrical Note: Dishmachine not provided with internal GFCI protection.

CL44-BAS Electric Heat Dissipation

Booster	BTU/HR.	
	Latent	Sensible
Without Booster	18,500	7,900
12kW Booster	26,600	11,400
18kW Booster	32,100	13,700

NOTE: 18kW Booster Heater field convertible to 12kW when 140°F incoming water provided. (Conversion instructions located in machine control box. Contact factory for 12kW booster amperage ratings.)

NOTE: Additional Voltages and Amperages are available, see document F48913.

VENT HOOD OPTIONS (Adjustable, vent stack can be adjusted 1" to either side)

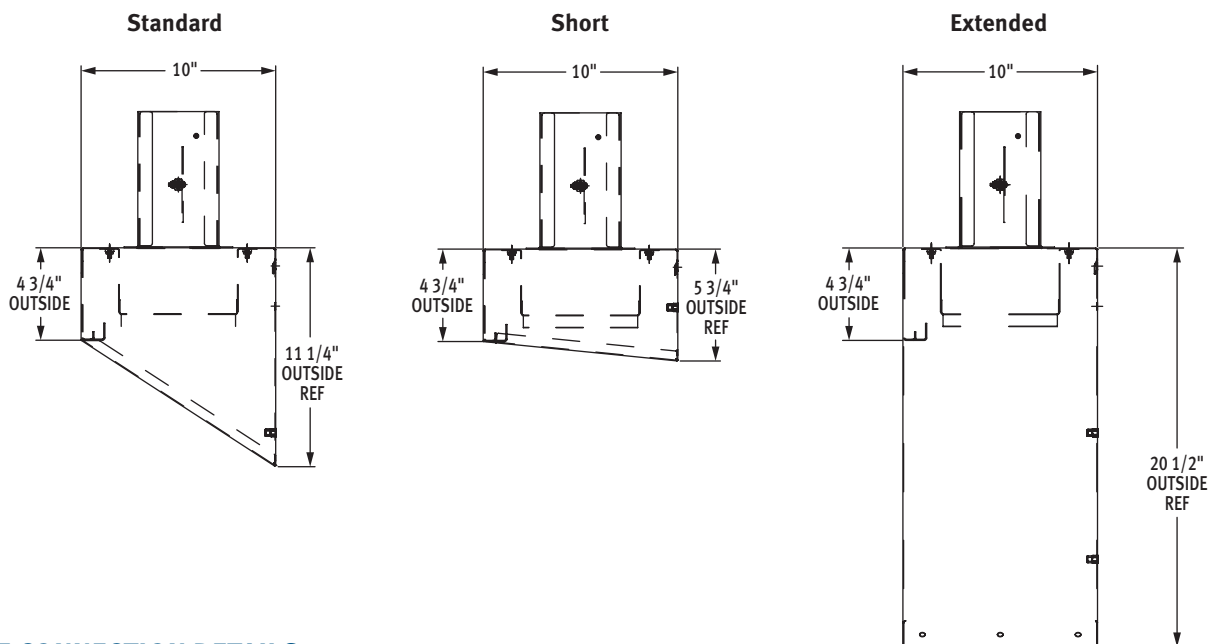
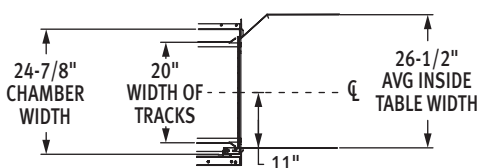
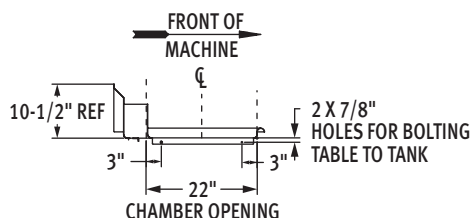


TABLE CONNECTION DETAILS

Tabling Connection: 44" inside tank (at table connection)



Suggested Track and Table Layout



View Showing Hole Locations in Turned Down Portion of Table



Sectional View Showing Table Connections

As continued product improvement is a policy of Hobart, specifications are subject to change without notice.



Oversized Equipment Quick Reference Guide

Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested.

HOBART

DOOR TYPES	CONVEYOR TYPES (CL, FT)	PREP WASHERS	TURBOWASHERS (TW), TOTEWASHERS (CL64T) WASTE PULPERS (WPS)	WRAPPING SYSTEM (NGW)
<ul style="list-style-type: none"> AM15T AM15VLT 	<ul style="list-style-type: none"> CL44eN-ADV CL44eNVL All 54" Models or Greater All FT Models 	<ul style="list-style-type: none"> PW10eR PW20eR PWVeR 	<ul style="list-style-type: none"> All Models 	<ul style="list-style-type: none"> All Models



G, R and A SERIES	UNDERCOUNTERS (UHT, UHD, ULT, TU)	PREP TABLES (UST, USD, UPT, UPD, TS, TB)	EQUIPMENT STANDS (TE)	UNDERCOUNTERS (CLUC) & PREP TABLES (CLPT)
<ul style="list-style-type: none"> All Roll-In & Roll-Thru Models All Three Section Models 	<ul style="list-style-type: none"> All 72" Models or Greater 	<ul style="list-style-type: none"> TB - 60" Models or Greater TS - 66" Models or Greater All 72" Models or Greater 	<ul style="list-style-type: none"> All Models 48" or Greater 	<ul style="list-style-type: none"> All 72" Models or Greater



THE INFORMATION PROVIDED IS TO BE USED AS A QUICK REFERENCE GUIDE ONLY. PLEASE CONSULT ITW FEG CUSTOMER CARE FOR UNITS NOT LISTED OR ANY QUESTIONS SURROUNDING DELIVERY OPTIONS.



701 S Ridge Avenue, Troy, OH 45374
1-888-4HOBART • www.hobartservice.com

WATER SOFTENING SYSTEMS – WS-80



FEATURES:

Operating Profile

Softener will remove hardness to less than 1/2 gpg when operated in accordance with the operating instructions. The system includes two tanks. This duplex configuration operates with one tank on-line during service. During regeneration cycles, one tank provides water to service and to the regenerating tank. A water meter initiates system regeneration. The water meter measures the processed volume and is adjustable. Service flow is down-flow and regeneration flow is up-flow.

Regeneration Control Valve

The regeneration control valve is top mounted (top of media tank), and manufactured from non-corrosive materials. Control valve does not weigh more than four pounds. Control valve provides service and regeneration control for two media tanks. Inlet and outlet ports accept a quick connect, double o-ring sealed adapter. Interconnection between tanks is made through the regeneration valve with a quick connect adapter. Control valve operates using a minimum inlet pressure of 15 psi. Pressure is used to drive all valve functions. No electric hook-up is required. Control valve will incorporate four operational cycles including; service, brine draw, slow rinse, and a combined fast rinse and brine refill. Service cycle operates in a down-flow direction. The brine cycle flows up-flow, opposite the service flow, providing a countercurrent regeneration. Control valve contains a fixed orifice eductor nozzle and self-adjusting backwash flow control. The control valve will prevent the bypass of hard water to service during the regeneration cycle.

Media Tanks

The tanks are designed for a maximum working pressure of 125 psi and hydrostatically tested at 300 psi. Tanks are made of engineered plastic with a 2.5 in. threaded top opening. Each tank is NSF approved. Upper distribution system is of a slot design. Lower distribution system is of a flat plate design. Distributors will provide even flow of regeneration water and the collection of processed water.

Conditioning Media

Each softener includes uniform bead cation resin having a minimum exchange capacity of 30,000 grains/ft³ when regenerated with 15.0 lbs/ft³. The media is solid, of a proper particle size and contains no plates, shells, agglomerates or other shapes, which might interfere with the normal function of the water softener.

Brine System

A combination salt storage and brine production tank is manufactured of corrosion resistant, plastic. The brine tank has a chamber to house the brine valve assembly. The brine float assembly allows for adjustable salt settings and provides for a shut-off to the brine refill. The brine tank includes a safety over-flow connection to be plumbed to a suitable drain.

Salt Alarm

Salt alarm consists of an alarm box and a brine sensor. Brine sensor is mounted internally on the grid plate and operates on the specific gravity of proper brine concentration. An alarm condition is triggered when the concentration falls below acceptable level for more than 15 minutes. The alarm is both an 80-db audible alarm every 3 seconds and a red LED flash every 7 seconds. The alarm box operates on three AA batteries and connects to the brine sensor with a standard 2-wire phone cord (7' phone cord supplied).

MODEL:

☐ Model WS-80

Specifications, Details and Dimensions on Back.



Model WS-80



Salt Alarm

WATER SOFTENING SYSTEMS - WS-80

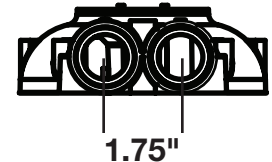
WATER SOFTENING SYSTEMS – WS-80

HOBART

 701 S Ridge Avenue, Troy, OH 45374
 1-888-4HOBART • www.hobartservice.com

System Components

Media Vessel (qty) Size(2) 8 x 17"
 Media Vessel ConstructionFiberglass Wrapped Engineered Plastic
 Empty Bed Volume0.40 ft³
 Media TypeUniform Bead Cation Resin
 Media Volume0.40 ft³
 Bed DepthPacked
 Free BoardNone
 Riser Tube1" CPVC
 Distributor
 Upper0.012" Slots, Engineered Plastic Basket
 Lower0.009" Slots, Stainless Steel Flat Plate
 Under beddingNone
 Regeneration ControlNon-electric Use Meter
 Regeneration TypeCountercurrent
 Meter Type0.30 - 25.00 gpm Polypropylene Turbine



Inlet Water Quality

Pressure Range15 – 125 psi Dynamic Pressure
 Temperature Range35 – 160° F
 Temperature (Continuous)150° F
 pH Range5 – 10 SU
 Free Chlorine Cl₂ (Max.)2.0 mg/l
 Hardness as CaCO₃ (Max.)40 gpg

Operating Specs

Flow Range (15 / 30 psig)10.2 – 16.4 gpm
 Flow ConfigurationAlternating
 Dimensions (width x depth x height)20 x 22 x 28"
 Weight (Operating / Shipping)220 / 100 lbs.

Connections

Inlet / Outlet ConnectionsCustom Adapter and Bracket
 Drain Connection0.5" Tube
 Brine Line Connection0.375" Tube (internal)
 Overflow Connection0.5" Tube
 PowerNone
 Salt Alarm3 AA Batteries

System Part Numbers

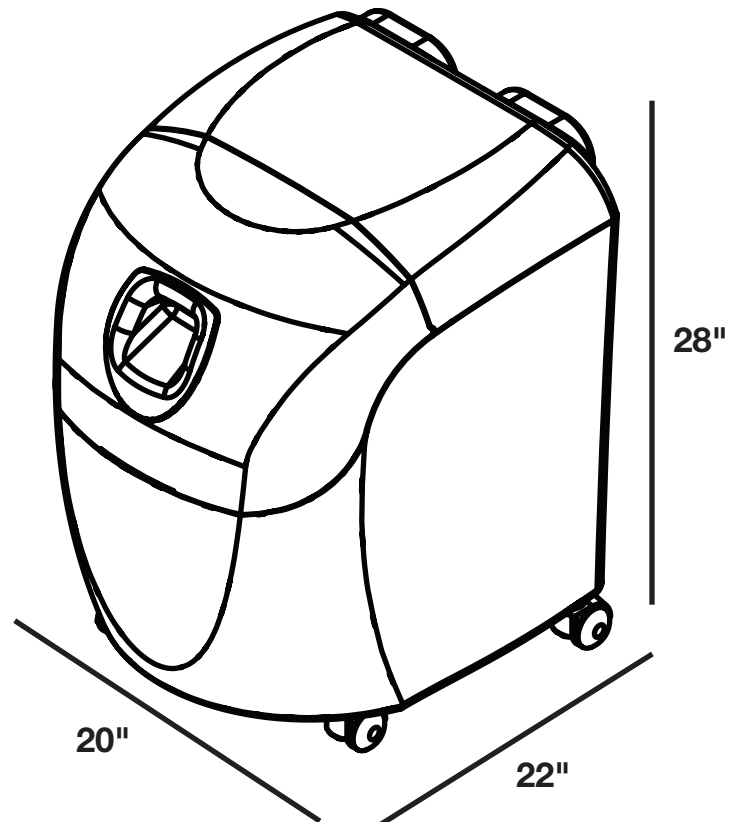
WS-80, Compact Cabinet Softener913091-125

Brine Tank Options

Tank Description208 Cabinet
 Tank Height28"
 Tank Footprint20 x 22"
 MaterialHDPE
 Salt Capacity80 lbs.

Regeneration Specifications

Regeneration Volume14 gallons
 Regeneration Time11 minutes
 Backwash Flow Control1.40 gpm
 Brine Refill Flow Control0.40 gpm



Disc Selection

(Compensated Hardness*)

Setting	Capacity	Efficiency	Dosing	Meter Disc	1	2	3	4	5	6	7	8
1.4 lbs.	4,818 grains	3,442 gr./lb.	3.5 lbs./ft ³		5	11	17	22	27	32	35	40
			Gallons/Regeneration:		732	366	244	183	146	122	105	92
			Flow during regeneration (@ 15 psig):		10.2	10.2	10.2	10.2	10.2	8.3	6.7	5.5

*Compensated hardness in gpg = Hardness + (3 x Fe in mg/l)

As continued product improvement is a policy of Hobart, specifications are subject to change without notice.



Project _____
 AIA # _____ SIS # _____
 Item # _____ Quantity _____ C.S.I. Section 114000



FD4/150, FD4/200, FD4/300 FOODWASTE DISPOSERS



Complies with
ASSE 1009



SPECIFIER STATEMENT

In a profitable foodservice operation, there's no space, time or budget allowance for inefficient food waste handling. Here are the medium sized disposers that can end food waste storage, removal and clean-up – fast and economically.

SPECIFICATIONS

Motors: Continuous duty rating, equipped with manual reset thermal overload inherent protection. Permanently lubricated ball bearings for upper and lower shaft support.

Housings: Heavy ductile iron upper housing. Ductile gray cast iron lower housing, primed and powder coated. Four bolts fasten the motor unit to the grind chamber, permit easy removal.

Legs: Tubular stainless steel with flanged feet to support housing. Adjustable to 3" in either direction.

Mounting: All Hobart Disposers fasten to 7" I.D. (throat opening) cones. A vinyl isolating ring eliminates metal-to-metal contact at the cone mounting, reduces vibration and noise transmission.

Stationary Shredder Ring: Abrasion resistant, heated treated cast ductile iron, 1 $\frac{3}{8}$ " high, 40 grinding teeth.

Flywheel: Two hardened ductile iron cutter blocks (fastened to flywheel with loctite) are replaceable, can be indexed for new cutting edges. Hardened cast ductile iron flywheel is 8" diameter.

Motor Shaft Seal: Mechanical face-type seal consists of spring loaded carbon ring insert in chemical resistant neoprene bellows. Mating surfaces are protected from grit or fibers by being recessed into flywheel.

Drain Connector: The removable outlet flange is tapped for 2" pipe connection.

Dual Directional Grinding: Hobart disposers operate in either direction of flywheel rotation. Direction of rotation can be controlled by the operator (to increase life and efficiency of grinding elements – back flywheel free of a "jam") when installed with Control Groups 5 & 6.

Weight: Shipping – approximately 158 lbs. (does not include accessory group or controls).

FD4/50, FD4/75, FD4/125 FOODWASTE DISPOSERS

Approved by _____ Date _____ Approved by _____ Date _____



FD4/150, FD4/200, FD4/300 FOODWASTE DISPOSERS

ACCESSORY GROUPS

GROUP A



Nitrile Rubber
Scrapping Ring



Stainless Steel
Silver-Saver Sleeve
with Side Feed
Hole



Water Swirl



Vacuum Breaker

GROUP B



Nitrile Rubber
Silver-Saver
Splash Guard Ring



Water Swirl



Vacuum Breaker

GROUP C



Nitrile Rubber
Silver-Saver
Splash Guard Ring



Vacuum Breaker



Pre-Rinse Spray
with Wall Bracket

GROUP D



Nitrile Rubber
Silver-Saver Splash
Guard Ring



7" I.D. Stainless
Steel Weld-in
Adapter for Sink



Fixed Direction
Water Inlet for Sink



Vacuum Breaker

ACCESSORY COMPONENTS

CONES-SINK – Stainless Steel



Part No.

Cone 15" I.D. w/hole for
water swirl inlet..... 204007

Cone 18" I.D. w/hole for
water swirl inlet..... 204004

Cone 15" I.D. w/out swirl hole..... 204006

Cone 18" I.D. w/out swirl hole..... 204003



Sink 16" x 20" x 7" (7" opening)
w/hole for water inlet..... 204015-2

WATER INLETS



Cone Water Swirl Inlet
½" N.P.T. 204380



Fixed Direction Water Inlet
(for sinks or troughs) ½" N.P.T..... 204346

FLOW CONTROL



8 Gallons per minute for
Model FD/150 through
FD/300 — ¾" N.P.T..... 204368

CONE COVER – STAINLESS STEEL



Part No.

15" Cone Cover w/feed hole..... 204024

18" Cone Cover w/feed hole..... 204023

CONE FEEDING ACCESSORIES



Nitrile Rubber Scrapping Ring..... 202113



Stainless Steel Silver-Saver
Sleeve with side feed hole 203870

SILVER-SAVER SPLASH GUARD RING



Nitrile Rubber Silver-Saver
and Splash Guard Ring
(for 7" opening cones,
sinks and adapter) 202120

SINK ADAPTER – Standard Group D Accessory



7" I.D. Stainless Steel Adapter
for Welding to Sink or Trough..... 204853

VACUUM BREAKERS – Luster Chrome Plated



¾"..... 74338

PRE-RINSE SPRAYS

PR-3 Heavy-duty
Flexible Pre-Rinse
Spray (38" high
with wall bracket)
ML-32333



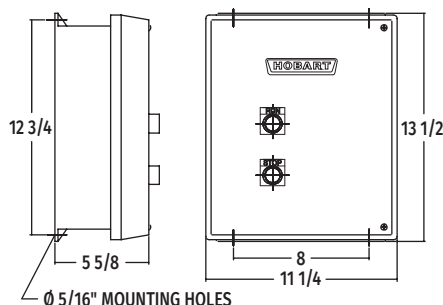
Adapters are available to install Hobart Disposers
on existing cones. See Form F7543.



FD4/150, FD4/200, FD4/300 FOODWASTE DISPOSERS

ELECTRICAL CONTROL GROUPS

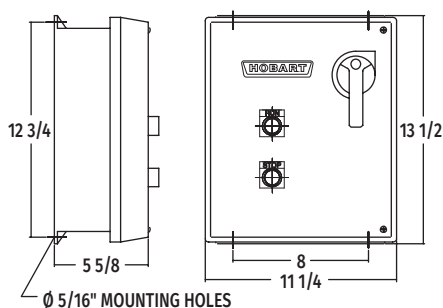
Listed by Underwriters Laboratories Inc., for use with FD3 and FD4 Disposers
(50 Hz. Electrical Specifications not submitted for UL Listing.)



Group 5 - For all Models

Includes:
Magnetic Contactors
Pushbutton Start and Stop
Automatic Reversing
NEMA 4 Enclosure
Solenoid Valve (24 V only)

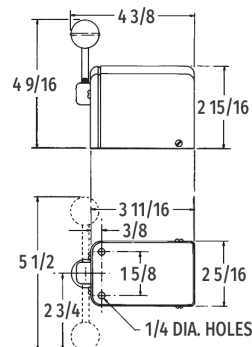
Approximate
Shipping Wt. 19 lbs.



Group 6 - For all Models

Includes:
Magnetic Contactors
Pushbutton Start and Stop
Automatic Reversing
Time Delay for water after shut-off
Line Disconnect
Solenoid Valve (24 V only)
NEMA 4 Enclosure

Approximate
Shipping Wt. 20 lbs.



Group 4 - For Models FD4/150 and FD4/200

Includes:
Manual Reversing Switch
NEMA 1 Enclosure or NEMA 4 Enclosure
Not available above 250 volts
Optional Solenoid Valve

Approximate
Shipping Wt. 11 lbs.

Model	H.P.	Ph.	Hz.	Volts	Rated Amps
FD4/150	1½	1	60	120/208-240	16.0/8.0
		3	60	208-240/480	4.4/2.2
FD4/200	2	1	60	120/208-240	17.6/8.8
		3	60	208-240/480	5.4/2.7
FD4/300	3	3	60	208-240/480	8.0/4.0
FD4/150	1½	1	50	110-120/220-240	15.0/7.5
		3	50	220-240/380-415	4.8/2.4
FD4/200	2	1	50	110-120/220-240	19.0/9.5
		3	50	220-240/380-415	6.0/3.0
FD4/300	3	3	50	220-240/380-415	8.6/4.3

The slant (/) line indicates the dual voltage operation accomplished by motor lead connection: follow connecting diagram on motor.

SAMPLE SPECIFICATION

FD4/200 — B — 4 (240/60/3)

Electrical Specifications

Electrical Control Group

Accessory Group

Model Number

Cut hole 19" for 18" cone. Hole to be 16" for 15" cone.

Solenoid must be installed in upright position.

Disposer may be easily rotated for better drain line connection.

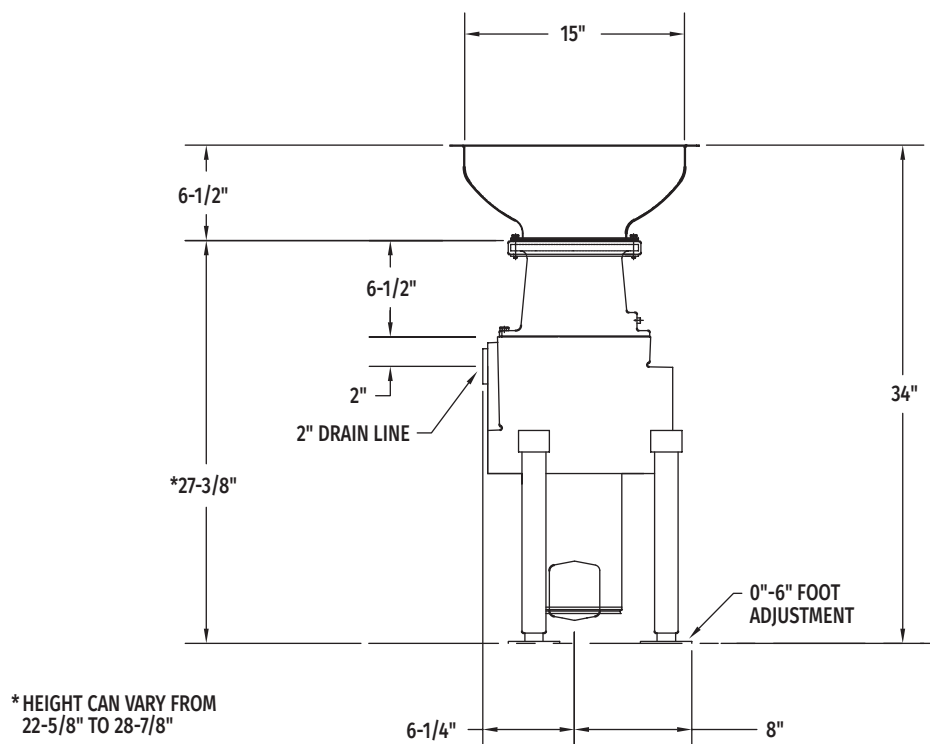
Center line at wall outlet of trap should not be higher than center line of disposer discharge opening.

If water pressure is in excess of 60 P.S.I. install a pressure reducing valve.



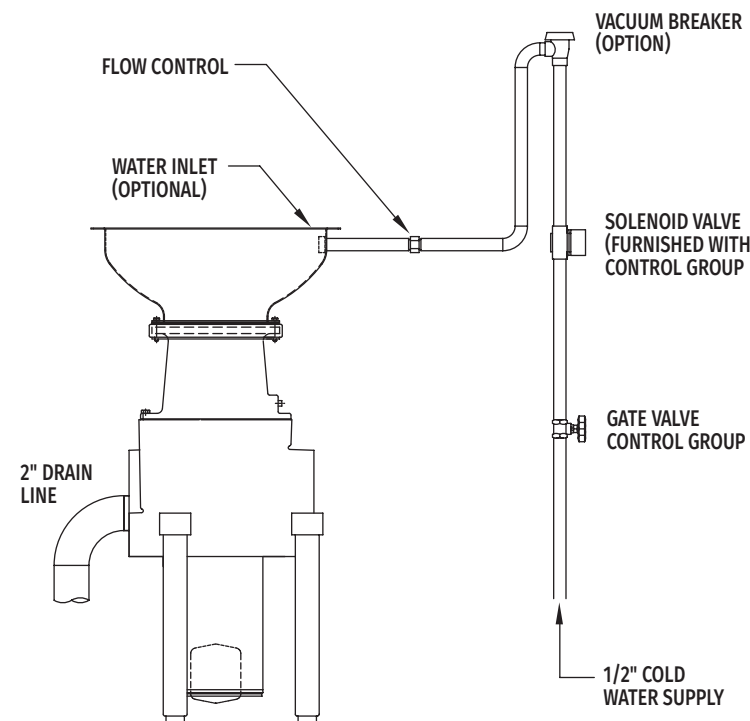
FD4/150, FD4/200, FD4/300 FOODWASTE DISPOSERS

DETAILS AND DIMENSIONS



NOTE: Specify 15" or 18" Cone When Desired.

TYPICAL INSTALLATION



➤ CAD and/or Revit Files Available

As continued product improvement is a policy of Hobart, specifications are subject to change without notice.



701 S Ridge Avenue, Troy, OH 45374
1-888-4HOBART • www.hobartcorp.com

FD3/50 FD3/75 FD3/125 FOODWASTE DISPOSERS

COMPACT SIZE - BIG VERSATILITY

Hobart Disposers are well recognized for quality and capacity. They're designed with your needs in mind - built with a large capacity for food wastes.

The following pages illustrate the variations of controls and accessories available to make these food waste disposers the most versatile equipment for small to medium sized clean-up systems.

SPECIFICATIONS

MOTORS: Continuous duty rating, equipped with manual reset thermal overload inherent protector. Permanently lubricated ball bearings for upper and lower shelf support. Upper bearing is sealed on both sides.

HOUSINGS: Heavy aluminum grind and discharge housings. Four bolts fasten the motor unit to the grind chamber, permit easy removal.

MOUNTING: All Hobart Disposers (except when using accessory group E), fasten to 7" I.D. (throat opening) cones. A vinyl isolating ring eliminates metal-to-metal contact at the cone mounting, reduces vibration and noise transmission.

STATIONARY SHREDDER RING: 1¾" high, 4 machine ground primary action breaker bars, 42 secondary action grinding teeth.

FLYWHEEL: Breaker blade, mounted at center, speeds grinding, prevents objects from "riding" at center. Two hardened stainless steel cutter blocks (fastened to flywheel with nylock screws) are replaceable, can be indexed for new cutting edges. Ni-Resist flywheel is 6⅞" diameter, slots undercut the shredder ring to assure that particles are cut to proper size before passing to the drain line.

MOTOR SHAFT SEAL: Face-type seal consists of sintered bronze mating ring and spring loaded carbon ring insert in chemical resistant neoprene bellows. Mating surfaces are protected from grit or fibers by being recessed into flywheel. Should any moisture pass this seal, a flinger and drain tube are provided to insure immediate removal. In addition, a lip-type oil seal (located beneath the bearings) is an "added protection" water seal.

DRAIN CONNECTOR: A chrome plated brass tail-piece is provided for connection to a 1½" standard drain trap.

DUAL DIRECTIONAL GRINDING: All Disposers operate in either direction of flywheel rotation. Direction of rotation can be controlled by the operator (to increase life and efficiency of grinding elements — back flywheel free of a "jam") when installed with Control Groups 5 & 6.

WEIGHT: Shipping – Approx. 60 lbs. (does not include accessory group or controls).



Long Housing Model

Complies with
ASSE 1009



HOBART

FD3/50 FD3/75 FD3/125 FOODWASTE DISPOSERS

FD3/50 FD3/75 FD3/125 FOODWASTE DISPOSERS

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ACCESSORY GROUPS

GROUP A (For use with long upper housing only.)



Vinyl Scrapping Ring



Stainless Steel Silver-Saver Sleeve with Side Feed Hole



Water Swirl



Vacuum Breaker

GROUP B (For use with long upper housing only.)



Vinyl Silver-Saver Splash Guard Ring



Water Swirl



Vacuum Breaker

GROUP C (For use with long upper housing only.)



Vinyl Silver-Saver Splash Guard Ring



Vacuum Breaker



Pre-Rinse Spray with Wall Bracket

GROUP E (For use with short upper housing only.)



NOTE: For use with short Upper Housing Foodwaste Disposer only.



Cover Stopper and Sink Adapter Assembly for 3 1/2" to 4" Sink Opening



Fixed Direction Water Inlet for Sink



Vacuum Breaker

ACCESSORY COMPONENTS

CONES-SINK—Stainless Steel



Part No.

Cone 15" I.D. w/hole for water swirl inlet 204007

Cone 18" I.D. w/hole for water swirl inlet 204004

Cone 15" I.D. w/out swirl hole 204006

Cone 18" I.D. w/out swirl hole 204003



Sink 16" x 20" x 7" (7" opening) w/hole for water inlet.....204015-2

WATER INLETS



Cone Water Swirl Inlet 1/2" N.P.T..... 204380



Fixed Direction Water Inlet (for sinks or troughs) 1/2" N.P.T..... 204346

FLOW CONTROL



Part No.

5 Gallons per minute for Model FD3/50 through FD3/125 — 3/4" N.P.T..... 201721

CONE COVER — STAINLESS STEEL



15" Cone cover w/feed hole 204024

18" Cone Cover w/feed hole..... 204023

CONE FEEDING ACCESSORIES



Vinyl Scrapping Ring..... 202113



Stainless Steel Silver-Saver Sleeve with side feed hole..... 203870

SILVER-SAVER SPLASH GUARD RING



Vinyl Silver-Saver and Splash Guard Ring (for 7" opening cones, sinks and adapter) 202120

VACUUM BREAKERS — Chrome Plated



3/4" 277112

PRE-RINSE SPRAYS

PR-3 Heavy-duty Flexible Pre-Rinse Spray (38" high with wall bracket) ML-32333



Adapters are available to install Hobart Disposers on existing cones. See Form F7543.

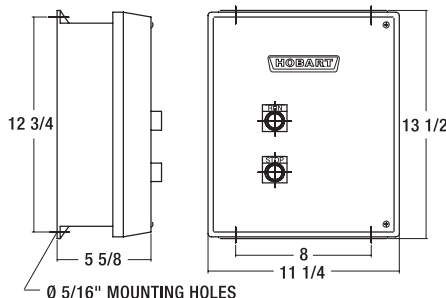


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FD3/50 FD3/75 FD3/125 FOODWASTE DISPOSERS

ELECTRICAL CONTROL GROUPS

Listed by Underwriters Laboratories Inc., for use with FD3 Disposers
(50 Hz. Electrical Specifications not submitted for UL Listing.)

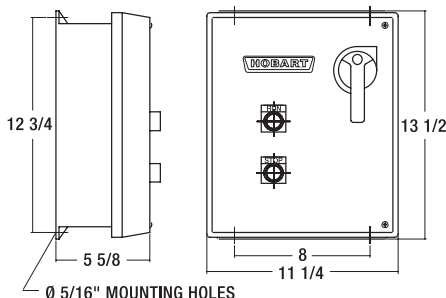


Group 5 - For all Models

Includes:

Magnetic Contactors
Pushbutton Start and Stop
Automatic Reversing
Made from a NEMA 4 Enclosure
Solenoid Valve (24 V only)

Approximate
Shipping Wt. 19 lbs.

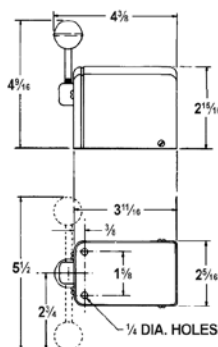


Group 6 - For all Models

Includes:

Magnetic Contactors
Pushbutton Start and Stop
Automatic Reversing
Time Delay for water after shut-off
Line Disconnect
Solenoid Valve (24 V only)
Made from a NEMA 4 Enclosure

Approximate
Shipping Wt. 20 lbs.



Group 4 - For Models thru FD4/200

Includes:

Manual Reversing Switch
NEMA 1 Enclosure Standard
NEMA 4 Enclosure Optional
Not available above 250 volts
Optional Solenoid Valve

Approximate
Shipping Wt. 11 lbs.

Model	H.P.	Ph.	Hz.	Volts	Rated Amps
FD3/50	1/2	1	60	120/208-240	9.2/4.2-4.6
		3	60	208-240/480	1.8-2.0/1.0
FD3/75	3/4	1	60	120/208-240	10.8/5.3-5.4
		3	60	208-240/480	2.6-3.0/1.5
FD3/125	1 1/4	1	60	120/208-240	14.8/7.7-7.4
		3	60	208-240/480	4.2-4.0/2.0
FD3/50	1/2	1	50	110-120/220-240	Contact Customer Service For Amperage Data
		3	50	220-240/380-415	
FD3/75	3/4	1	50	110-120/220-240	
		3	50	220-240/380-415	
FD3/125	1 1/4	1	50	110-120/220-240	
		3	50	220-240/380-415	

The dash (-) between voltages represents the range (low-high) of voltage operation. The slant (/) line indicates the dual voltage operation accomplished by motor lead connection: follow connecting diagram on motor.

SAMPLE SPECIFICATION

FD3/75 — B — 4 (230/60/3)

Electrical Specifications

Electrical Control Group

Accessory Group

Model Number

Cut hole 19" for 18" cone. Hole to be 16" for 15" cone.

Solenoid must be installed in upright position.

Disposer may be easily rotated for better drain line connection.

Center line at wall outlet of trap should not be higher than center line of disposer discharge opening.

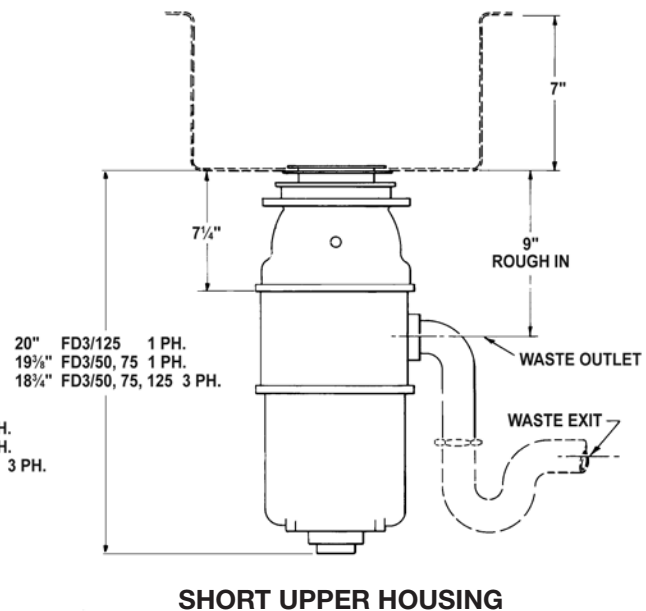
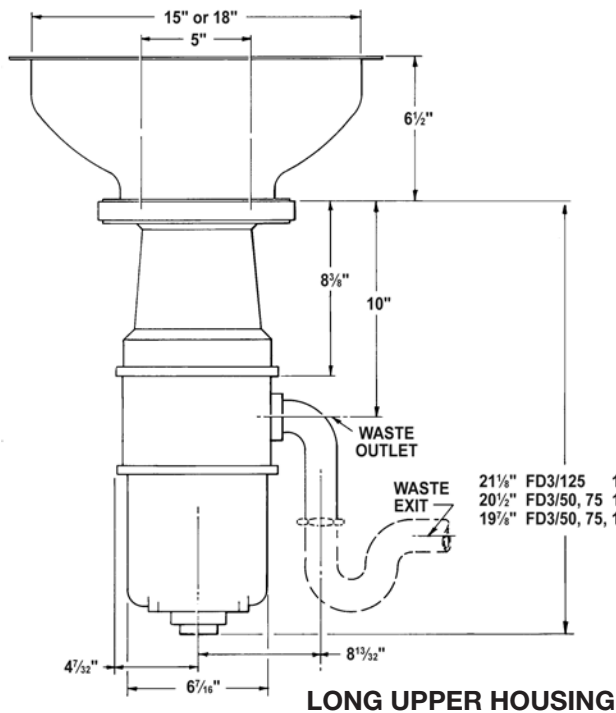
If water pressure is in excess of 60 P.S.I. install a pressure reducing valve.

FD3/50 FD3/75 FD3/125 FOODWASTE DISPOSERS

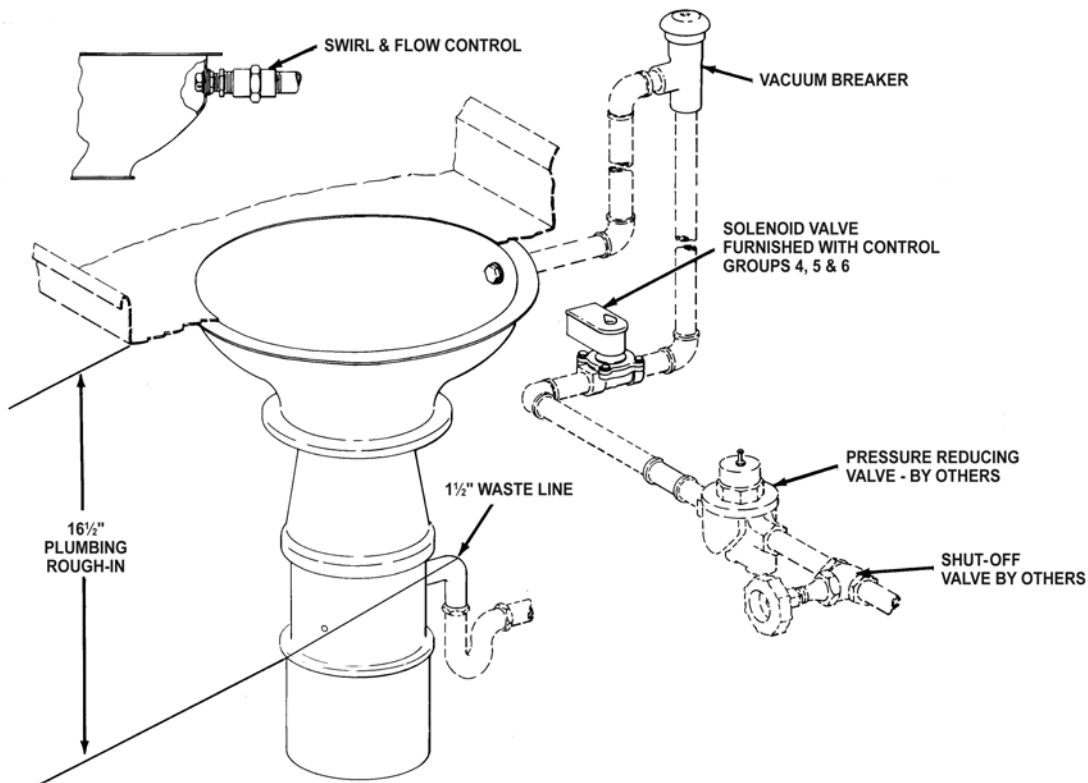
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DETAILS AND DIMENSIONS



TYPICAL INSTALLATION - Unit with Long Upper Housing.



As continued product improvement is a policy of Hobart, specifications are subject to change without notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3630 Sinton Rd., Suite 200 Colorado Springs CO 80907	CONTACT NAME: Robin Rice PHONE (A/C, No, Ext): 719-867-4113 FAX (A/C, No): E-MAIL ADDRESS: RRice@higginbotham.net
INSURED Pueblo Hotel Supply CO dba Gradys Food Service Equipment & Supplies 170 Greenhorn Drive Pueblo CO 81004	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters At Lloyd's, London INSURER B: Selective Insurance Company Of America INSURER C: INSURER D: INSURER E: INSURER F:
License#: 2081754 PUEBHOT-01	NAIC # 15642 12572

COVERAGES**CERTIFICATE NUMBER:** 1792969391**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2569171-00	3/14/2025	3/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2569171-00	3/14/2025	3/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2569171-00	3/14/2025	3/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC 9077965-00	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Property of Others Professional Liability			S 2569171-00 PSN0140281654	3/14/2025 3/14/2025	3/14/2026 3/14/2026	\$5,000 Ded/3% Wind/Ha Each Claim Aggregate 1,500,000 1,000,000 1,000,000

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance, Sample

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

issued to Pueblo Hotel Supply CO dba Gradys Food Service

Authorized Representative

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

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

Schedule

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

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

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09CO 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

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

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

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

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

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

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

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

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

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

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

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

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

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

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

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

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

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

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

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

FELLOW EMPLOYEE COVERAGE

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

CARE, CUSTODY OR CONTROL AMENDMENT

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

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

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

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

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

LIMITED LIABILITY COMPANIES

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

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

BLANKET ADDITIONAL INSURED - As Required By Contract

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

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

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

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

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

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

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

TOWING AND LABOR

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

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

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

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

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

GLASS BREAKAGE DEDUCTIBLE

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

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

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

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

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

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

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

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

HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

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

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

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

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

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

HIRED AUTO LOSS OF USE COVERAGE

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

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

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

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

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

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

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

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

2. Any:

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

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

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

PERSONAL EFFECTS

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

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

AIRBAG COVERAGE

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

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

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

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

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

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

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

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

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

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

PHYSICAL DAMAGE LIMIT OF INSURANCE

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

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

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

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

GREEN AUTOMOBILE REPLACEMENT COVERAGE

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

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

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

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

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

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

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

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

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

WAIVER OF SUBROGATION

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

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

MULTIPLE DEDUCTIBLES

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

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

CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

POLICY PERIOD, COVERAGE TERRITORY

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

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

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

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

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

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

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

AMENDMENTS TO SECTION V - DEFINITIONS

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

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

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

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

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

GASOLINE POWERED AUTO

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

GREEN AUTO

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

LIGHT TRUCK

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

PRIVATE PASSENGER AUTO

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

SOCIAL SERVICE VAN OR BUS

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

TELEMATIC DEVICE

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

VOLUNTEER WORKER

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

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

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. BLANKET ADDITIONAL INSUREDS

1. Ongoing Operations

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

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

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

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

2. Completed Operations

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

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

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

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

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

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

4. Exclusions

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

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” occurring after:

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

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

This insurance does not apply to:

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

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

5. Conditions

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

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

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

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

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

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

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

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

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations.

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

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

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

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

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

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

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

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

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

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

D. FELLOW EMPLOYEE EXTENSION

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

- a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury” arising out of his or her providing or failing to provide professional health care services.

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

E. CONTRACTUAL LIABILITY (RAILROADS)

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

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

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

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

e. Contractual Liability

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

G. WAIVER OF GOVERNMENTAL IMMUNITY

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

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

H. DAMAGE TO PREMISES RENTED TO YOU

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

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

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

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

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

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

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

Non-Owned Aircraft, Auto or Watercraft

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

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

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

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

This exclusion does not apply to:

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

Damage To Premises Rented to You

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

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

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

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

C. Paragraph a. of Definition 9. “Insured contract” under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

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

Electronic Data Liability

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

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

Damages arising out of:

- (1) Any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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

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

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

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

a. **Any Insured**

To any insured.

This exclusion does not apply to:

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

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

Product Amendment

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

f. **Products-Completed Operations Hazard**

Included within the “products-completed operations hazard”.

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

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

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

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

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

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

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

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

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

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

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

Employees As Insureds Modified

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

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

Newly Formed Or Acquired Organizations

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

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

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

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

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

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

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

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

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

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

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

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

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

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

However, this insurance does not apply to:

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

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

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

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

2. Other Additional Insureds

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

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

b. Managers or Lessors of Premises

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

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

c. Mortgagees, Assignees or Receivers

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

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

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

Incidental Malpractice

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

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

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

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

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

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

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

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

Primary and Non-Contributory Provision

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

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

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

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

Unintentional Failure To Disclose Hazards

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

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

Waiver Of Transfer Of Rights Of Recovery

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

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

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

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

Liberalization

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

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

Two or More Coverage Parts or Policies Issued By Us

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

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

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

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

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

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

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

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

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

“Discrimination” means:

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

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

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

Electronic Data

The following definition is added to SECTION V — DEFINITIONS:

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

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

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

Employee Amendment

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

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

Golfing Facility

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

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

Mental Anguish Amendment

(This provision does not apply in New York).

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

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

Not-for-profit Member

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

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



**PATE
BONDING
INC.**

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

February 10, 2025

To Whom it May Concern:

RE: Pueblo Hotel Supply dba Grady's Food Service Equipment & Supplies
Pueblo, Colorado

To Whom It May Concern:

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

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

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

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

Sincerely,

Troy Staples

TS:amcd

CC: Pueblo Hotel Supply dba Grady's Food Service Equipment & Supplies



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1765236

Doc Description: CL44-BAS+BUILDUP Conveyor Dishwasher or equal

Reason for Modification:

Vendor Customer

Vendor Name

Proc Type: Central Purchase Order

Date Issued

Solicitation Closes

Solicitation No

Version

2025-08-18

2025-09-04 13:30

CRFQ 0603 ADJ2600000008

1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

David H Pauline
304-558-0067

VENDOR

Vendor Customer Code:

Vendor Name : Pueblo Hotel Supply dba Gradys

Address : 170

Street : Greenhorn Dr

City : Pueblo

State : Co

Country : USA

Zip : 81004

Principal Contact : Summer Smythe

Vendor Contact Phone: 719-542-8853

Extension: 402

FOR INFORMATION CONTACT THE BUYER

David H Pauline

304-558-0067

david.h.pauline@wv.gov

Vendor

Signature X *Summer Smythe*

FEIN# 84-0702763

DATE 9/3/25

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**Construction**

(CL44-BAS+BUILDUP Conveyor Dishwasher or equal)

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to provide a new High Temperature Rack Conveyor Dishwashing Machine with installation at the Camp Dawson - Regional Training Institute in Kingwood, WV, per the attached specifications.

Mandatory Prebid Meeting

#####

Camp Dawson RTI Facility

1001 Army Road

Kingwood, WV 26537

August 26, 2025 at 10am

#####

INVOICE TO**SHIP TO**ADJUTANT GENERALS
OFFICE

1703 COONSKIN DR

CHARLESTON

WV

US

ADJUTANT GENERALS
OFFICE

1001 ARMY RD

KINGWOOD

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CL44-BAS+BUILDUP Conveyor Dishwasher Machine or equal			43085.51	43085.51

Comm Code	Manufacturer	Specification	Model #
52152200	HObart		CL44-BAS+BUILDUP

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Disposer Hobart Model FD4/150+Buildup or equal			4609.58	4609.58

Comm Code	Manufacturer	Specification	Model #
52152200	Hobart		FD4/150+BUILDP

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment including Options, and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Soiled Dish Table Package			24985.00	24985.00

Comm Code	Manufacturer	Specification	Model #
52152200	Aerowerks		SOILED BREAKDOWN SYSTEM

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

To provide and furnish all labor, materials, tools, expendable equipment , and all services to complete services per the attached specifications and documentation. Contractor MUST field verify this area.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		ADJUTANT GENERALS OFFICE 1001 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery and complete installation of the equipment			14450.00	14450.00

Comm Code	Manufacturer	Specification	Model #
52152200			

Extended Description:

Please refer to the Exhibit "A" Pricing Page to input pricing.

Delivery and complete installation of the equipment. Contractor MUST field verify this area.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Prebid Meeting at 10:00 am., EST.	2025-08-26
2	Vendor Technical Questions Due By 11:00 am., EST.	2025-08-29

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PRE-BID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Camp Dawson RTI Facility
1001 Army Road, Kingwood, WV 26537
August 26, 2025 at 10am

See General Construction Specifications for additional information
regarding site visits.

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: August 29, 2025, at 11:00 am., EST.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: david.h.pauline@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: David Pauline
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: September 4, 2025, at 1:30 pm., EST.

Bid Opening Location:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Ninety (90) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractor's License



The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☒ The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

Revised 8/24/2023

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Summer Smythe

(Address) 170 Greenhorn Dr Pueblo, Co 81004

(Phone Number) / (Fax Number) 719-542-8853 / 719-542-8857

(email address) summer@gogradys.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Pueblo Hotel Supply dba Gradys

(Company)

Summer Smythe

(Signature of Authorized Representative)

Summer Smythe sales

(Printed Name and Title of Authorized Representative) (Date)

719-542-8853 ext 402

(Phone Number) (Fax Number)

summer@gogradys.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office to establish a contract for the following:

REPLACE A DISHWASHER, DISPOSER AND SOILER DISH TABLE WITH ACCESSORIES, ALL LABOR, MATERIAL, TOOLS, SUPPLIES, AND EQUIPMENT TO INSTALL & DELIVER TO RTI DINING FACILITY AT 1001 ARMY ROAD, KINGWOOD, WV 26537. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **“Construction Services”** means to provide all labor, materials, tools, supplies and equipment, for paving services at the Camp Dawson RTI facility located at 1001 Army Road, Kingwood, WV 26537, as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“RTI”** Regional Training Facility

2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.5 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-E, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

large to attach in Exhibit B-E, Vendors can obtain copies in accordance with Section 9 of these Specifications.

2.6 “KW” means Kilowatt.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. Experience:** Vendor, or Vendor’s employees that will be performing under this contract, must have successfully installed dishwashers of this type, currently being utilized by the facility on three or more occasions in the last ten years. Vendor should provide information confirming its experience upon request by the facility.
 - 4.2. Training:** Vendor, or Vendor’s employees that will be performing under this contract, shall be trained and/or certified to provide training services on the equipment located at the facility. Vendor must provide Agency with documentation satisfactory to verify training and certification upon request.
 - 4.3 Factory Authorization:** Vendor must be authorized by the applicable manufacturer to perform the work on the equipment, and a certified technician must be onsite to perform the work.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.

X No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit(s) B-E or any subsequent addenda modifying Exhibit B.

10. CONDITIONS OF THE WORK

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

- 10.4.1.1.** Contractor is responsible for removing all construction debris daily.
- 10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

10.5. Payment:

10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.2.1 Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard
Regional Training Institute
Attn: Accounts Payable – PO #
1707 Coonskin Drive
Charleston, WV 25311

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Summer Smythe

Telephone Number: 719-542-8853 ext 402

Fax Number: 719-542-8857

Email Address: summer@gogradys.com

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

EXHIBIT A - PRICING PAGE

Item Number	Quantity	Description	Unit Cost
1	1	Dishwasher, Conveyor Type Hobart CL44-BAS+BUILDUP Dishwasher Electric High Temperature Rack Conveyor or equal	
2	1	Disposer Hobart Model FD4/150 + Buildup Disposer, or equal	
3	1	Soiled Dish Table Package	
4	1	Delivery and complete Installation of the equipment listed in 1,2,3 or equal	
GRAND TOTAL			

Vendor Name: Pueblo Hotel Supply dba Gradys

Vendor Address: 170 Greenhorn Dr Pueblo, Co 81004

Signature: Summer Smaylie

Phone: 719-542-8853 ext 402

Fax: 719-542-8857

E-mail: summer@gogradys.com

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

EXHIBIT B – PROJECT PLANS

13. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1 All work to be performed according to specifications provided in the following attachments.

13.1.1.1 Exhibit A Pricing Page

13.1.1.2 Exhibit B Project Plans Conveyer Dishwasher System & Install

13.1.1.3 Exhibit C Scope of Work

14. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

15. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

16. PROJECT SPECIFIC CONDITIONS OF THE WORK

16.1 Limits of Work

16.1.1 Work areas will be limited to those spaces required for access to the jobsites.

16.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc.) to provide access to any supplies and equipment stored inside.

16.1.3 Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work.
Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

16.2 Contractor Visitor Badges

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

16.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

16.4 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

16.5 Codes

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

16.6 Safety

Revised 06/08/18

REQUEST FOR QUOTATION – CRFQ ADJ26*08
Conveyer Dishwasher System and Installation
Camp Dawson RTI Facility

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

16.7 Hot Work Permit

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

16.8 Workmanship

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

CRFQ ADJ26*08
EXHIBIT B – PROJECT PLANS

Facility Location: 1001 Army Road, Kingwood, WV 26537.

Breakdown & removal of one (1) existing Hobart Dishwasher onsite and installation of one (1) new **Hobart Model CL44-BAS+BUILDUP Conveyor Dishwasher Machine** (or equal) & other accessories listed below.

STANDARD FEATURES:

1. 90 gallons per hour pump final rinse
2. 202 racks per hour
3. ENERGY STAR Certified
4. Complete Delime with Delime Notification, Auto Dispensing and Booster Guard
5. Internal stainless-steel pressure-less 18kW booster heater (70°F rise)
 - a. Single point electrical connection standard
6. Capless, anti-clogging wash arms
7. Self-aligning wash manifolds
8. Large double door opening for ease of cleaning
9. 19.5" chamber height opening (accepts sheet pans)
10. Doors are insulated & hinged with door interlock switches
11. User-friendly smart touchscreen controls with diagnostics & troubleshooting
12. WiFi connectivity
13. SmartConnect app with machine status, temperature logs, error code reporting, cost, consumption and usage analysis
14. Energy saver mode (programmable auto-shut down)
15. NSF rated configurable pot and pan cycle
16. Stainless steel self-draining pump and impeller
17. Single, sloping scrap screen and deep scrap basket
18. Rapid return conveyor drive mechanism
19. Service Diagnostics
20. Door actuated drain closure
21. Vent fan control
22. Convertible hot water or low temperature final rinse
23. Booster heater control
24. Electrical heat tank 15kW
25. Left to Right Operation

Options & Accessories

- 26. Model WS80 Water Softening system 4,818 grains/lb capacity, 14 gallons regeneration volume, salt alarm, hold 2 bags
- 27. Model CL44BAS – HGTSTD Standard Height 19.5"H x 22" W opening, fit full-sized sheet pan, horizontal
- 28. Drain Water Tempering Kit
- 29. Flanged feet kit (requires two kits)
- 30. Table limit switch with 20' cable

Quantity 1 DISPOSER - Hobart Model FD4/150+BUILDUP or equal

- 31. Basic unit only, 1/12HP motor, Steel housing, adjustable flange feet
- 32. Model FD4/150-ELE0KT 208-230/460v/60/3-ph & 208/415v/50/3-ph
- 33. Standard Warranty 1-year parts & labor
- 34. Model CONTROL-GRP50KP Control Panel Group 5, 200-240v/50/3-ph & 200-240/440-480v/60/3-ph
- 35. Model Access – GROUPD Disposer Accessory, GroupD, Includes: vinyl silver-saver splash guard ring, vacuum breaker, fixed direction water inlet for sink, 7" I.D. stainless steel weld-in adapter.

Quantity 1 SOILED DISH TABLE PACKAGE

- 36. Soiled breakdown system to include:
 - a. Stainless steel windowsill – 1x
 - b. Soiled dish table, c/w waste trough, magnetic silver saver, (02) perforated stainless steel ledges, pre-rinse sink & spray w/ sink grill, disposer control panel bracket, stainless steel undershelf end gusher and backsplash – 1x
 - c. Mobile soak sink – 1x
- 37. Assemble – Delivery & Installation
 - a. Vendor must be authorized by the applicable manufacturer to perform the work on the equipment, and a certified technician must be onsite to perform the work.

IF ANY ALTERNATIVE EQUIPMENT IS BEING BID, THE SPECIFICATIONS OF THAT ALTERNATIVE EQUIPMENT MUST BE SUBMITTED IN WRITING

**IN THE FORM OF A QUESTION, AND THE APPROVAL/DENIAL ANSWER
WILL BE ISSUED IN AN ADDENDUM.**

DELIVERY AND INSTALLATION:

38. Installation must be completed by a Hobart factory or applicable manufacturer- certified technician that is within a 100 miles radius of the Hobart Service office to ensure the free factory startup inclusion. If the certified technician is over 100 miles, then the vendor would be responsible for the beyond 100 miles service fees.
39. Vendor must be authorized by the applicable manufacturer to perform the work on the equipment, and a certified technician must be onsite to perform the work.
40. Installation must be completed during normal business hours unless prior approval by the facility.
41. Installation must be completed within thirty (30) business days upon receipt of the equipment.
42. Installation must include the delivery of the new machine, removal and disposal of the existing machine, unpacking of the new machine, disposal of all packaging, and setting the new machine in place.
43. Installation must include assembly of all equipment and installation. Installation of final electrical and plumbing connections to existing rough-ins.
44. All delivery and shipping costs must be included in the installation price.

WARRANTY

45. Must include Hobart Care unlimited or equal service center with M_F 8:00am -5:00pm weekday coverage for all calls. Must include an unlimited number of calls with a one (1) business-day response for all emergency calls and a three (3) business day response for non-emergency calls.
46. The vendor must include a full two-year warranty on parts, labor and mileage against manufacturer's defects.
47. The vendor must verify all existing dimensions; utility locations and connections associated with the complete installation of equipment at the time of the mandatory pre-bid.
48. The vendor must provide training in the facility of operation and maintenance of all installed equipment within 8 hours of the completed installation.

EXHIBIT C – CRFQ ADJ26*08

Scope of Work

WEST VIRGINIA ARMY NATIONAL GUARD CAMP

DAWSON, KINGWOOD WV

RTI DISHWASHER REPLACEMENT

Division 1 - General Requirements 01100

Summary

The purpose of this scope of work is replace the existing dishwasher in the RTI dining facility. The objectives for this project are as follows:

- Replace dishwasher, disposer and soiled dish table with accessories

01300 Administrative Requirements

PROJECT COORDINATION

- Coordinate construction activities included in Contract Documents to assure efficient and orderly installation of each part of the Work.
- Coordinate construction operations that are dependent upon each other for proper installation, connection, and operation.
- Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in sequence required to obtain best results.
- Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- Make adequate provisions to accommodate items scheduled for later installation.
- Where necessary prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for Owner and separate Contractors where coordination of their Work is required.

ADMINISTRATIVE PROCEDURES

- Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
 - Preparing of schedules.
 - Installing and removing temporary facilities.
 - Delivering and processing submittals.
 - Progress meetings.
 - Project Close-out activities.

CONSERVATION

- Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

PROGRESS MEETINGS

- Contractor will conduct progress meetings at site agreed upon by the Project Manager at regularly scheduled intervals, generally bi-weekly.
- Progress meeting minutes are to be provided by the contractor within 3 business day of conclusion of the meeting. The meeting minutes shall be approved at the next meeting.
- The progress agenda shall include:
 - Review and correct or approve minutes of previous progress meeting.
 - Review and discuss old business
 - Review and discuss new business
 - Review and discuss contractor's issues and concerns
 - Review and discuss owner's issues and concerns
 - Review and discuss progress since last meeting.
 - Review where each activity is in relation to Contractor's Construction Schedule, whether on time or ahead or behind schedule, will be determined.
 - Contractor to present a new updated schedule at each progress meeting; to include a two week look ahead.
- Contractor shall provide meeting minutes of each progress meeting within three days after each progress meeting date. Contractor will distribute copies of minutes of meeting to the Project Manager.

GENERAL RESPONSIBILITIES

- The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product as described in the objectives.
- The contractor is responsible for the cost, and obtaining of all required permits.
- The contractor is responsible to ensure all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshall and ATEP requirements.
- Contractor is responsible for all permits; the contractor shall obtain all required permits prior to initiation of any work. The contractor shall be responsible for the associated costs of permitting.
- Contractor is responsible for field verifying all distances and quantities of materials and components necessary for completion.
- The contractor is responsible for cleaning up the work site and repairing the site to original conditions once work is completed.
- Contractor responsible for keeping the work site clean daily, free from excess debris and safety hazards.
- Contractor responsible for providing waste disposal for the project; contractor is responsible for removing all construction waste debris off site at the contractor's expense.
- Any and all testing is to be performed at the contractor's expense.
- All materials and colors shall be submitted and approved by the WVARNG prior to installation.
- The successful contractor will be required to provide Camp Dawson staff with training on the operation and maintenance on any new systems at project completion.

- The West Virginia Army National Guard reserves the right to claim removed equipment from the project. A list of equipment to be retained will be provided to the contractor prior to beginning work. Contractor to make every effort to remove these items without damage.
- All design-build projects shall include specifications and drawings for submittal packages.
- Contractor is responsible for providing any Operation and Maintenance Manuals, design drawings, and documentation certifying the systems completion and operation.
- The contractor will provide a schedule of values broken down per line item with material and labor.
- Owner has 7 business days to review and respond to Requests For Information (RFI)s.
- Owner has 14 business days to review and respond to contract submittals.
- Owner has 14 business days to review and respond to review drawings.

SITE ACCESS REQUIREMENTS

- Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204- 9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.
- For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NICI-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.
- Contractor is responsible for coordinating with the Project Manager at Camp Dawson, for access and deliveries to Camp Dawson. The Project Manager requires two (2) business days' notice to approve access to Camp Dawson. Failure to give adequate notice may result in deliveries or sub- contractors being refused access to Camp Dawson and a Non Compliance Notice (NCN). Contractor shall be responsible for any rescheduling costs occurs due to noncompliance.

01400 Quality Requirements

- The successful contractor will be required to provide a one year warranty on all parts, labor and materials on the entire project.
- No hardware, devices, or conversion software or hardware will be accepted that has been on the market for less than 5 years; all devices require the approval of the WVARNG.

01500 Temporary Facilities and Controls

- The successful contractor will be required to provide their own temporary facilities. The West Virginia Army National Guard will provide an area for the contractor to have a lay down area, and a place for a job trailer.
- The West Virginia Army National Guard will make every effort to provide electric and water for the

contractor's lay down and job trailer site; however it is not guaranteed.

- Proper temporary equipment must be available to maintain the functionality of the kitchen to perform its required duties.

01700 Execution Requirements

- Within 30 days of the government Final Acceptance of the project; the contractor shall be responsible to provide any and all field notes, as-built drawings, or any other associated records to the Project Manager.

01800 Facility Operation

- The dining facility must remain functional at all times. The installations of new equipment can not hinder the performance of the dining facility in any way.

Division 11 - Equipment 11460 Unit

Kitchens

Summary: Provide Hobart Model CL44-BAS+BUILDUP or approved equal, see attached specifications.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D) of (E) as Principal, and (F) of (G) (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20(P)

Principal Seal

(R)

(Q)
(Name of Principal)

By (S)
(Must be President, Vice President, or Duly Authorized Agent)

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

sales

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

I, Summer Smythe, after being first duly sworn, depose and state as follows:

1. I am an employee of Pueblo Hotel Supply dba Gradys; and,
(Company Name)
2. I do hereby attest that Pueblo Hotel Supply dba Gradys
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

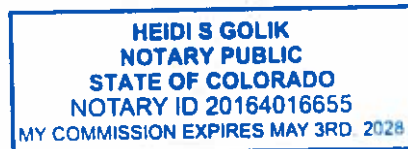
Printed Name: Summer Smythe
Signature: [Handwritten Signature]
Title: sales
Company Name: Pueblo Hotel Supply dba Gradys
Date: 9/4/25

Colorado
STATE OF ~~WEST VIRGINIA~~,
COUNTY OF Pueblo, TO-WIT:

Taken, subscribed and sworn to before me this 4th day of September, 2025.

By Commission expires May 3rd, 2028

(Seal)



[Handwritten Signature]
(Notary Public)



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)