

DATE: 1/25/2024

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00144417

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
BBELLOW

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK _____

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK _____

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____
NUMBER: _____
NUMBER: _____
NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME: DAIONS FIRST CHOICE COFFEE SERVICES	
SIGNATURE: (Must be signed here)	TITLE: BRANCH MANAGER
PRINT OR TYPE NAME: DANIEL KERNE	
ADDRESS: 5701 CRAWFORD ST, SUITE A	
CITY, STATE: HAMAM, LOUISIANA	ZIP: 70123
TELEPHONE: (504) 818-0966	FAX: ()
EMAIL ADDRESS: DANIEL.KERNE@DAIONSUSA.COM	

TOTAL PRICE OF ALL BID ITEMS: \$ 6,531.25

DATE: 1/25/2024

INVITATION TO BID FROM JEFFERSON PARISH - continued

Page: 6

BID NO.: 50-00144417

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	30.00	BX	TWO (2) YEAR CONTRACT OF COFFEE SERVICE FOR JEFFERSON PARISH EMERGENCY MANAGEMENT 0010 - PJ'S FRENCH ROAST, 36/2.5 OZ BAS PER BOX	\$ 69.95	\$ 2,098.50
2	15.00	BX	TWO(2) YEAR CONTRACT FOR COFFEE SERVICE FOR THE EMERGENCY OPERATIONS AND COMMUNINCATIONS CENTER(EOCC) FOR THE DEPARTMENT OF EMERGENCY MANAGEMENT. COFFEE EQUIPMENT TO BE INCLUDED AT NO CHARGE FOR THE DURATION OF THE CONTRACT: TWO(2) AUTOMATIC 3-BURNER COFFEE MACHINES THAT TIE INTO THE WATER LINE, SIX(6) COFFEE POTS(4 REGULAR AND 2 DECAF) AND ONE(1) TALL ONE BURNER COFFEE MACHINE WITH THE TALL CARAFE. **EVERY LINE ITEM ON THIS CONTRACT IS ON AN AS NEEDED BASIS. THERE WILL BE NO WEEKLY OR BI-WEEKLY DELIVERY**	\$ 42.99	\$ 644.85
3	10.00	BX	0030 - LUIANNE TEA BAGS, INDIVIDUALLY WRAPPED, 100 CT PER BOX	\$ 8.50	\$ 85.00
4	10.00	BX	0040 - COFFEE-MATE CREAMER, ORIGINAL, LIQUID, 180 PACKETS PER BOX	\$ 25.99	\$ 259.90
5	10.00	BX	0050 - COFFEE-MATE CREAMER, LIQUID, ALL FLAVORS TO INCLUDE FRENCH VANILLA, HAZELNUT, IRISH CREME AND CINNAMON-VANILLA	\$ 9.65	\$ 96.50
6	75.00	EA	0060 - CREAMER, NON-DAIRY, 11.5 OZ CANISTERS	\$ 2.95	\$ 221.25
7	75.00	EA	0070 - SUGAR, 20 OZ CANISTERS	\$ 2.95	\$ 221.25
8	10.00	BX	0080 - SPLENDA SUGAR SUBSTITUTE, 500 CT PER BOX	\$ 26.99	\$ 269.90
9	10.00	BX	0090 - EQUAL SUGAR SUBSTITUTE, 500 CT PER BOX	\$ 21.99	\$ 219.90

DATE: 1/25/2024

INVITATION TO BID FROM JEFFERSON PARISH - continued

Page: 7

BID NO.: 50-00144417

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
10	10.00	BX	0100 - SWEET N LOW SUGAR SUBSTITUTE, 500 CT PER BOX	\$ 12.90	\$ 129.00
11	5.00	BX	0110 - PURE VIA ALL NATURAL, ZERO CALORIE SWEETNER, 300 CT PER BOX	\$ 42.00	\$ 210.00
12	5.00	BX	0120 - STIRRERS, 7 INCH, PLASTIC, 1000 CT PER BOX	\$ 5.99	\$ 29.95
13	5.00	BX	0130 - SWISS MISS HOT COCOA MIX, WITH OR WITHOUT MARSHMALLOWS, MILK CHOCOLATE, 0.73 OZ EACH, 50 PACKETS PER BOX	\$ 23.60	\$ 118.00
14	5.00	BX	0140 - SWISS MISS HOT CHOCOLATE, SUGAR FREE, 0.73 OZ EACH, 8 PACKETS PER BOX	\$ 11.20	\$ 56.00
15	75.00	CS	0150 - CAN DRINKS, 12 OZ CANS, 24 CANS PER CASE, TO INCLUDE COKE, PEPSI AND DR. PEPPER, FRUIT PUNCHES LEMONADES, TEAS AND GATORADES LOCATION: JEFFERSON PARISH EMERGENCY MANAGEMENT 910 3RD STREET GRETN, LA 70053	\$ 24.95	\$ 1,871.25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2024

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 *MARSH USA, LLC 540 W. Madison Chicago, IL 60661		CONTACT NAME: Marsh U.S. Operations	
		PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No): 212-948-0770
		E-MAIL ADDRESS: Chicago.CertRequest@marsh.com	
INSURED Daiohs USA, Inc. DBA: First Choice Coffee Services Blue Tiger Coffee 1 S 660 Midwest Road, Suite 120 Oakbrook Terrace, IL 60181		INSURER(S) AFFORDING COVERAGE	
CN102774444-STND-GAWUP-23- FCS NewOri JessLo -		INSURER A : Mitsui Sumitomo Insurance Co. Of America	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
		NAIC # 20362	

COVERAGES

CERTIFICATE NUMBER:

CHI-010408819-15

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PKG3127434	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BVR8407011	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCP9115434 (IL,AR,AZ,CA,CO,CT,FL,GA,IA,KS,KY,LA,MD,MI,MN,MO,NC,NH,NV,NM,OK,OR,RI,TX,VA) WCP9115435 (WI,MA,NY,PA,WI)	11/01/2023 11/01/2023	11/01/2024 11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Department of Emergency Management; Bid# 50-00144417

Jefferson Parish Emergency Management, 910 3rd Street, Gretna, LA 70053 are included as additional insured (except workers' compensation) as required by written agreement.

CERTIFICATE HOLDER

Jefferson Parish Emergency Management
910 3rd Street
Gretna, LA 70053

CANCELLATION

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

Marsh USA LLC



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENHANCED COMMERCIAL AUTO COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

This endorsement broadens coverage and provides additional limits of insurance that enhance your insurance program. The limits of insurance for coverages stated below are granted by us as additions to your insurance program and are subject to the terms and conditions of this endorsement and the Business Auto Coverage Form.

If these limits of insurance are not sufficient, you may purchase additional limits of insurance for one or more coverages. The premium charge will be based on the additional limits of insurance you purchase. When you purchase additional limits of insurance for any coverage, the limit of insurance stated in the Declarations will be in addition to any limit of insurance we have granted below.

Summary Of Coverage

- | | |
|---|---------------|
| 1. Broad Form Named Insured | |
| 2. Automatic Additional Insureds – By Contract, Agreement Or Permit | |
| 3. Employees As Insureds | |
| 4. Coverage Extensions – Supplementary Payments | |
| Bail Bonds – Up To | \$5,000 |
| Loss Of Earnings – Up To | \$500 Per Day |
| 5. Deletion Of Fellow Employee Exclusion | |
| 6. Limited Waiver - Glass Breakage Deductible | |
| 7. Physical Damage Coverage - Coverage Extensions | |
| Transportation Expenses | |
| Per Day Limitation | \$60 |
| Maximum Limit | \$1,800 |
| Loss Of Use - Expenses | |
| Per Day Limitation | \$35 |
| Maximum Limit | \$1,000 |
| Loss Of Use – Hired Auto Physical Damage | |
| Actual Financial Loss – Any One Accident | \$750 |
| Maximum Annual Limit – All Accidents Or Losses | \$3,500 |
| Hired Auto Physical Damage | |
| Maximum Days | 30 Days |
| Maximum Limit – Any One Loss | \$50,000 |
| Physical Damage - Personal Effects | \$500 |
| 8. Physical Damage - Accidental Discharge Of Airbag Coverage | |
| 9. Rental Reimbursement Coverage | |
| Per Day Limitation | \$30 |
| Maximum Days | 45 Days |
| 10. Unintentional Failure To Disclose All Hazards | |



- 11. Duties In The Event Of Accident, Claim, Suit Or Loss
- 12. Cancellation Condition – Any Other Reason
- 13. Additional Definitions

90 Days Notice

1. Broad Form Named Insured

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any "controlled business entity". As used in this endorsement, the term "controlled business entity" means any business entity not otherwise specifically excluded elsewhere in this Policy, in which the Named Insured owns, during the policy period, an interest of more than fifty (50) percent and for which similar coverage is not otherwise more specifically provided.

However, we will not pay any sums such a "controlled business entity" must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident" that occurred anytime during the policy period when the Named Insured owned an interest of 50 percent or less in such business entity and resulting from the ownership, maintenance or use of a covered "auto", or its equipment, owned or hired by the "controlled business entity".

2. Automatic Additional Insureds – By Contract, Agreement Or Permit

Paragraph 1. **Who Is An Insured of A. Coverage of Section II – Covered Autos Liability Coverage** in the Business Auto Coverage Form is amended to include as an "insured" any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto."

This provision applies only if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage" and the "bodily injury" or "property damage" occurs during the policy period and before the end of the time period during which the additional insured is required to be covered.

3. Employees As Insureds

Paragraph 1. **Who Is An Insured of A. Coverage of Section II – Covered Autos Liability Coverage** in the Business Auto Coverage Form is amended to include as an "insured" any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only while in your business or your personal affairs.

4. Coverage Extensions – Supplementary Payments

Subparagraphs a. (2) and a. (4) of Paragraph a. **Supplementary Payments of 2. Coverage Extensions of A. Coverage of Section II – Covered Autos Liability Coverage** in the Business Auto Coverage Form are deleted and replaced by the following:

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

5. Deletion Of Fellow Employee Exclusion

Paragraph 5. **Fellow Employee of B. Exclusions of Section II – Covered Autos Liability Coverage** in the Business Auto Coverage Form does not apply if "bodily injury" results from the use of a covered "auto" you own or hire. This insurance is excess over any other collectible insurance.

6. Limited Waiver - Glass Breakage Deductible

The following is added to Paragraph 3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles of A.**



Coverage of Section III – Physical Damage Coverage in the Business Auto Coverage Form:

Any deductible shown in the Declarations as applicable to a covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

7. Physical Damage Coverage - Coverage Extensions

Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage** in the Business Auto Coverage Form is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 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".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses (other than "actual financial loss") for which an "insured" becomes legally responsible to pay for "loss of use" of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for "loss of use" expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for "loss of use" is \$35 per day, to a maximum of \$1,000.

c. Loss Of Use - Hired Auto Physical Damage

We will pay for "actual financial loss" up to a maximum of \$750 for any one "accident" or "loss", subject to a maximum annual limit of \$3,500 for all such "accidents" or "losses", when you are required by written contract to indemnify a lessor for "actual financial loss" because of "loss of use" of a hired "auto" resulting from a covered "accident" or "loss". This insurance is excess over any other insurance for "Loss Of Use" - Hired Auto Physical Damage coverage where provided by statutory provisions.

d. Hired Auto Physical Damage

If Comprehensive, Specified Causes Of Loss or Collision Coverages are provided under this Policy, we will provide coverage for "autos" that you hire, lease, rent or borrow from others without a driver or your "employee" hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations. With respect to coverage provided under this Coverage Extension, the most we will pay for any one "loss" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less, minus a deductible for



each covered "auto" that is equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. In addition, coverage provided under this Coverage Extension is excess over any other collectible insurance. This Coverage Extension does not provide coverage for "loss of use" of a hired "auto".

e. Physical Damage - Personal Effects

In the event of a total theft of a covered "auto", we will pay up to a maximum of \$500 per loss for personal effects in the covered "auto" at the time of loss.

8. Physical Damage - Accidental Discharge Of Airbag Coverage

The following is added to Paragraph 3.a. of **B. Exclusions of Section III – Physical Damage Coverage** in the Business Auto Coverage Form:

This exclusion does not apply to the accidental discharge of an airbag caused by or arising from mechanical or electrical breakdown, provided the covered "auto" does not also incur other physical damage. This insurance is excess over any other collectible insurance or warranty. No deductibles apply to this Airbag Coverage.

9. Rental Reimbursement Coverage

- a. We will pay up to \$30 per day, for up to 45 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- (2) 45 days.

- c. Our payment is limited to the lesser of the following amounts:

- (1) Necessary and actual expenses incurred.

- (2) \$1,350.

- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Subparagraph a. **Transportation Expenses of A. Coverage of Section III – Physical Damage Coverage** in the Business Auto Coverage Form.

10. Unintentional Failure To Disclose All Hazards

Your failure to disclose hazards existing as of the inception date of this Policy shall not prejudice you with respect to the insurance provided by this Coverage Part, provided such failure or omission was not intentional. However, this provision does not affect our right to collect additional premium for any such hazard or exercise our right of cancellation or nonrenewal.

11. Duties In The Event Of Accident, Claim, Suit Or Loss

- a. The following is added to Subparagraph a. of Paragraph 2. **Duties In The Event Of Accident, Claim, Suit Or Loss of A. Loss**



MSIG

Conditions of Section IV - Business Auto Conditions in the Business Auto Coverage Form:

Your obligation to provide prompt notice applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

- b. The following is added to subparagraph b. of Paragraph 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** of **A. Loss Conditions of Section IV - Business Auto Conditions** in the Business Auto Coverage Form:

Your obligation relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) A member, if you are a limited liability company; or

- (4) An executive officer or insurance manager, if you are a corporation.

12. Cancellation Condition – Any Other Reason

Paragraph 2.b. of **A. Cancellation** of the Common Policy Conditions is deleted and replaced by the following:

- b. 90 days before the effective date of cancellation if we cancel for any other reason.

13. Additional Definitions

As used in this endorsement:

"Actual financial loss" means the actual loss of earnings that would have been earned by the lessor of a hired "auto" if there had been no "property damage" to the hired "auto".

"Loss of use" means the "loss" incurred by a person engaged in the business of renting or leasing vehicles that are rented or leased without a driver, to persons other than the owner, during the period of time that such vehicle is out of use because of actual damage to or "loss" of that vehicle.

All other terms and conditions remained unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT (S) OR AGREEMENT (S) EXECUTED PRIOR TO A LOSS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT(S) OR AGREEMENTS(S) EXECUTED PRIOR TO A LOSS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY INSURANCE FOR ADDITIONAL INSURED(S) (REQUIRED BY CONTRACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured(s):

AS REQUIRED BY WRITTEN CONTRACT(S) OR AGREEMENT(S)
EXECUTED PRIOR TO A LOSS.

With respect to the Additional Insured(s) shown in the schedule:

If a written contract with the Named Insured requires that the insurance provided for the Additional Insured(s) be primary concurrent and primary non-contributory, then the coverage provided to the Additional Insured(s) under this endorsement shall conform to the written contract.

However, this insurance will conform to that written contract only to the extent that the written contract requires this insurance to be primary in comparison to the Additional Insured's own policy or policies and;

1. In no event shall a written contract with the Named Insured operate to require this insurance to contribute with other additional insured coverage available to the Additional Insured(s); and
2. This insurance shall be excess over any such other insurance, whether primary, excess, contingent or on any other basis.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

AS REQUIRED BY WRITTEN CONTRACT(S) OR AGREEMENTS(S) EXECUTED PRIOR TO
A LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage
Part. Such waiver by us applies only to the extent that
the insured has waived its right of recovery against
such person(s) or organization(s) prior to loss. This
endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.