

# Casa M Spice Co® RFP Response for:



# **Choctaw Nation of Oklahoma RFP for Private Label Services**

Executive Summary Statement	1
Experience/Expertise	1
Qualifications	2
Examples	8
Awards	10
Other Supporting Info	10
Proposal	12
Existing Packaging Options	12
Custom Packaging	14
Packaging Best Practices	14
Existing Artisan Blends	15
Custom Blends or Packaging	17
Additional Costs	18
Samples	19
Marketing Collaboration	19
Product Specifications	20
Minimum Order Quantities & Lead Times	23
Bid Sheet/Pricing	24
Quote Valid Through	24
Contact Details	24
Payment Terms	24
Products Offered	24
Upfront Costs	24
Bracket Buy-In	24
Restocking/Swell Allowance	24
Overview of Order Submission Process	25
Estimated Delivery Times	25
Distribution Options	25
Design and Packaging Options	25

Merchandising Solutions (Shippers)	25
Accessible Ordering Capabilities	26
Shipping and Billing Details	26
Regulatory Compliance Audits/Certifications	26
Technical Requirements	27
24x7x365 Support Service Level	27
Support Team	27
EDI	29
Sales Reporting	29
Sales Ordering Channels	29
Proposal Certification	30
Method of Award	31
Customer References	32
KeHE Distributors, LLC	32
DPI Specialty Foods	32
Walmart	32
HEB	32
FC Dallas	33
Appendix A — Completed W9	34
Appendix B — Certificate of Insurance	35
Appendix C — Recall Management Process	47
Appendix D — Customer Service Methodology	56
Philosophy and Brand Manifesto	56
Social Media	56
Website Chat	56
Email	56
Telephone	56
Various 3rd Party Marketplaces (Wholesale & Retail)	56

Major Accounts 57

## **Executive Summary Statement**

## **Experience/Expertise**

#### **Executive Team**

#### Dr. Mike Hernandez, Co-Founder, Chief Spice Officer

Mike is a devoted husband and a serial entrepreneur who has started and run businesses continually since he was a teenager. He co-founded his last company (a healthcare cyber-security and compliance company) in January 2004 and sold it in January 2017. Very shortly after it was listed on the NYSE and he attended to ring the closing bell. Casa M Spice Co® is the next evolution for him.

From the time he graduated high school, Mike knew he enjoyed chemistry and physics, he just didn't know for sure whether he wanted to do them in a lab setting after going to graduate school or in the kitchen after going to culinary school to be a chef. Ultimately he decided that blowing things up in a laser-lab was more fun, so graduate school won out. He received his formal training in Chemical Physics at Tulane University in New Orleans where he earned a Ph.D., but never lost his passion for Chemistry in the Kitchen®, which is how Casa M Spice Company ultimately came to be.

Along the way, he's shared his love for his extracurricular activities with others by becoming an FAA licensed master parachute rigger, a skydiving instructor, a NAUI SCUBA instructor, and an avid photographer both on the land and under the sea. He's a self-proclaimed amateur celebrity chef, a bonafide BBQ guru, a certifiable chile fiend, a nice (enough) guy, and a lollygagger extraordinaire!

#### Manny Hernandez, Co-Founder, Chief Operations Ninja

Manny was born and raised in southern Arizona but now calls Dallas Fort Worth home. Although his professional pedigree shows 25 years of mortgage credit, he has always been a consummate foodie and is passionate about experiencing all different types of cuisine. An avid world traveler, Manny has run with the bulls in Pamplona, been SCUBA diving with hammerhead sharks at Cocos Island, explored Morocco's culture and cuisines, floated through central and eastern Europe along the Danube, journeyed through India to visit the Taj Mahal, and experienced the the wonders of the Mayan culture including a visit to Chichen Itza.

When Manny is not working on searching for new flavors to add to the Casa M Spice product line, you can more than likely find him blowing bubbles while SCUBA diving in front of their home in Cozumel.

#### Jennifer Mills, Chief Money Maestra

Jennifer is a seasoned accounting guru with over 30 years of accounting experience in the IT, Real Estate, Broadcast Communications, and Food and Beverage Industries.

She has spent the last five years in the Specialty Food Market helping to orchestrate the behind the scenes transactions at Casa M Spice.

As a detail-oriented forward thinker with a passion for crunching numbers and potato chips, she makes sure our team is informed, on track and poised for success. She and Dr. Mike have worked together since 2005 at his last business venture where she helped navigate to the new owners before joining Casa M Spice Co® for its official launch on 01-Aug-18.

Jennifer's extensive experience includes Financial Reporting and Analysis, Inventory Management, Supply Chain Management, Revenue Recognition and Forecasting, and Management of Costs and Controls.

## **Qualifications**

#### **Company Background**

Shortly after Mike and Jennifer navigated CynergisTek, a private information security and compliance consulting company to a successful sale in early 2017, taking the company public, and ringing the closing bell of the NYSE in February 2017, Manny and Mike were sitting at a beach bar in Cozumel and Manny asked Mike about doing something with his spices because every time someone was over to the house, when they were leaving to go home, they always cornered Manny and tried to get him to give up the recipe or sell them some. Manny always said "I feel like I'm selling dime-bags of Chain Reaction® out of the kitchen," so he said, "...if you could just design a logo and put that stuff in shakers, that'd be great!"

About 2 months later, the brand was born and named Casa M Spice to share the hospitality of visiting Casa M, the house of Manny and Mike, for dinner.

For two decades after leaving New Orleans and missing the cajun and creole flavors there, Mike had been mixing what would become Chain Reaction® in the kitchen and along the way, he would add this or that to make a brisket rub or a pork butt rub or fish or whatever we were cooking, so we had products to share already, but both felt there were some issues to be addressed in this space and wanted to try to make a change.

- 1. We wanted the brand to stand for something unified and shared, so we created the <u>Brand Manifesto</u> to articulate the brand's values and philosophy.
- 2. We felt the spice aisle was lacking in branding, clean labels, and cool packaging options, so we wanted to <u>address that</u>.
- 3. We needed to clearly <u>differentiate ourselves</u> through premium branding and a clean ingredient label.
- 4. We knew we needed to clearly demonstrate the flavors were superior and the product was the best out there, so we got awards... A LOT OF THEM.

5. Finally, we knew, since we are a young brand, we needed <u>national media</u> <u>exposure</u> to grow quickly, and we have, on both fronts.

#### **Brand Manifesto**



Since the brand name is derived from the hospitality experienced visiting Casa M, it was very important for Manny and Mike to establish core values for the team so everyone knew what the brand stood for and what they should aspire toward when interacting with other family members (as we call them) and potential family members (potential customers). This we codified into our Brand Manifesto:

We believe in the spirit of generosity: our welcome mat is always out!

We believe in the simple things in life: a home-cooked meal, a good laugh, a heart-to-heart conversation

We believe well seasoned food has the power to transform your dining experience

We believe there's always room for dessert

We believe in a boisterous debate - whether it's over a cup of coffee, a cold beer, or a craft cocktail

We believe strangers are just friends we haven't cooked for yet

When we make a mess in the kitchen we all help clean up

We believe in making people feel cared for and understood - customers and team members (collectively, our family) alike

We believe people can do exceptional things when they work together, laugh together, and trust each other

We believe in the hospitality of good food, good times shared between friends and family, and great flavors that bring everyone together.

From our table to yours, Spice Confidently!®

Every team member at Casa M Spice Co® knows that we do whatever we can to ensure 100% customer satisfaction every time. We consistently get comments from customers that we provided them the best customer service that they have ever experienced. That's the best compliment we can receive as a brand and truly represents the embodiment of the hospitality experienced while at Casa M.

#### **Strong Branding**



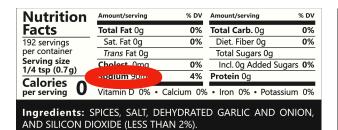
The next thing Manny and Mike noticed was that for belonging on the "spice aisle" that the spice aisle was sadly lacking any flavor on the branding front and the competition was primarily a shaker full of salt. So we thought since our goal was to get people to keep the shakers on their table with the stainless look, the names for the blends would be important as well, so we branded each blend and gave people some character and actual flavor on the spice aisle.

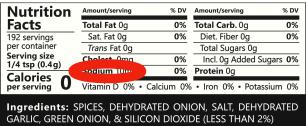
#### **Critical Market Differentiators**

Chemistry in the Kitchen® starts with the things that mattered to Manny and Mike when they made each blend:

#### **Low Sodium**

Every one of the existing artisan blends at Casa M Spice Co® is either low or very-low sodium. The threshold for low is less than 135mg and very-low less than 35mg of sodium per serving. Our lowest sodium blend is Uncontrolled Hooked® at 10mg sodium per serving and our highest is Chain Reaction® at 90 mg sodium per serving.





This is an important feature in the Spice Confidently!® mantra because it's almost impossible to apply too much of our product to ruin something. It's also a critical differentiator for many either intentionally looking to lower sodium in their diet or who typically avoid BBQ or smoked meats because they always feel bloated after eating it due to the high sodium content of most rubs.

A shaker of Chain Reaction® has 80% less sodium than a shaker of salt. We guarantee your taste buds will never miss that 80% sodium and your body will thank you for doing so!

Last point on low sodium was a value proposition for us. We wanted to provide a product that had an ultra clean ingredient label devoid of the cheap fillers most others use to reduce cost like salt and sugar.

#### **Keto-Friendly**

The second cheapest ingredient that can be added to a spice blend is sugar. You'll find that all of our existing products are keto-friendly and contain well less than the 1g sugar/serving guidance for being keto-friendly.

#### No MSG, Fillers, or Animal Products

No one wants the day after headache associated with MSG and it's definitely not something one finds on a clean label, which was important to Manny and Mike. Everything in our shakers adds to the flavor of the food. No fillers ever and unlike other competitors who have to add animal products to make their product taste good on the target meal, our products with super clean ingredient labels and premium packaging stand on their own without anything icky added.

#### No Gluten, Soy, Nuts, Dairy, or any other common allergens

Our products contain no gluten, soy, dairy, nuts, or other common allergens intentionally. Our copackers both handle our products in facilities that do not handle nuts at all and neither handles any soy. That said, we make no claims on being 100% allergen free as there are far too many allergies to make that kind of claim.



## **Award Winning**

Not wanting to seem arrogant, Manny and Mike both wanted independent validation that the product they had grown to love and produced to share with everyone was as good as they thought it was, so very early on (within a month) of launching the brand, they entered the products into the Golden Chile competition at ZestFest 2019 and won their first three Golden Chiles there (for Chain Reaction®, Good Shepherd®, and Whole Hog®) as well as absolute validation for the taste and results people can get using the product. So, mission accomplished, right? To date, Casa M Spice Co® has just shy of



80 nationally recognized awards from both professionally judged and people's choice competitions.



## **National Media Brand Exposure**

Any brand-building requires media exposure. In addition to regularly attending industry trade shows, we engage regularly on social media @casamspice (on all platforms) and have an exceptionally strong public relations presence to ensure media coverage is solid and continual. Last year alone we:

- Sponsored FC Dallas, an MLS Soccer Team
  - Most successful concession in Toyota Stadium history
  - Sold product throughout the stadium in all team stores
  - Launched the collaborative KickStart™ blend
  - Activate regularly at the matches with our Mascot who is LOVED BY ALL
- Appeared on Good Morning America Deals and Steals (for the 3rd time) 07-Jun-23
- Appeared on the Syndicated <u>DotCom Podcast</u>
- Were featured by QURATE on QVC's <u>Small Business Spotlight</u> for Hispanic Heritage Month
- Appeared on MANY local affiliates for various segments ranging from BBQ, to Back to School, to Holiday Gift Guides, to Hispanic Heritage Month such as:
  - WHOU Great Day Houston
  - Lifestyle Today Gift Guide (7 local markets)

There are presently 1150 news articles served up by Google for Casa M Spice Co<sup>®</sup> for everything from video telecasts, to podcasts, to blog posts, etc. in the last 12 months alone.

## **Examples**

#### **KeHE Distributors, LLC.**

KeHE is our primary distribution channel into grocery stores. The scope and breadth of the relationship with them is quite large. We distribute nationwide and just opened up another distribution center with them. KeHE carries our entire catalog except our printed refill bags at this time, but we have several retail clients that want those, so it's a matter of time before they are in KeHE distribution centers as well. Our largest channels through KeHE are Albertsons South, Price Chopper, Coborns, Reasor's, and Save Mart. We do about 70% of our overall business through KeHE. We have been working with KeHE since early 2020. As a result of working diligently with them to get the brand name out there, we are now part of both Albertsons and Kroger's National spice reviews this year and anticipate we will be picked up by both through KeHE in late 2024.



#### **DPI Specialty Foods**

DPI is our distribution channel into Kroger for the Dallas Region. We just started working with Kroger last quarter, but have already moved nearly \$20k in product through 30 stores in the DFW metro area. We expect to expand into Houston before the end of the year and all of Texas by middle of next year. We are also part of the Kroger National annual review this year and expect to be picked up by them.

#### **Walmart and HEB**

Casa M Spice Co® does direct distribution to both Walmart and HEB presently. We have been working with both since late Spring 2021. Presently we service ~135 Walmarts throughout Texas and Arkansas and Eastern New Mexico and ~100 HEBs in Texas with a range of SKUs. Both Walmart and HEB have different DSD requirements and regulations for labeling, packing slips, notification of pickups, etc. Our logistics team handles all the paperwork and requests on an individual basis. We have a solid track record of sales with a huge seasonal bump leading into the US holiday season at all outlets, particularly with our Pecking Order®.

#### FC Dallas/Toyota Stadium



FC Dallas is our conduit for concessions at Toyota Stadium. We supply the kitchen with our products and we have several items on the menu throughout the stadium and in the suites. Presently we have the single biggest-selling concession item in stadium history with their Nashville Hot chicken on Mac & Cheese using our Chain Reaction® seasoning. Starting 01-Jul they are revealing a new Jerked Wing featuring our Jerked Chain® seasoning.

#### **Awards**

## **Professionally-Judged Competitions/Awards**

As soon as the company shipped the first product, the pursuit of awards started. We won our first Golden Chiles (for Chain Reaction®, Good Shepherd®, and Whole Hog®) in 2019, 6 months after the brand was born. Since then, from the venerable Golden Chile and Scovie Awards to the somewhat newer Gourmet Gold and International Flavor Awards, one thing is clear, the judges keep giving us awards for great flavor-forward, low-sodium products that deliver on taste. At this point we have over 80 awards from professionally judged competitions.



#### **People's Choice Competitions/Awards**

When it comes to flavor, we've always said, just get our products into people's hands and they'll be back for more. We put our money where our mouth is in people's choice awards like Best in DFW where we've won 4 gold and 1 grand prize in the two short years it's been around. We also won Grand Prize in the People's Choice at ZestFest 2020 for our Jerked Chain®.

#### **KeHE ON TREND® Award**

Our primary channel for distribution into retail is KeHE. Each year they engage a team of experts to evaluate the market and invite brands to submit in various categories to be selected as an "On Trend" item. Casa M Spice Co® was awarded the coveted KeHE ON TREND® award at the KeHE Summer Show in Feb 2023 for our Mini Ranch Pack® for exceptional packaging, branding, sustainability, and design.

## **Other Supporting Info**

## **NMSDC Certified Minority Business Enterprise**

Casa M Spice Co<sup>®</sup>. Is a National Minority Supplier Diversity Council Certified (NMSDC) Minority Business Enterprise (MBE). Manny is a Mexican American dual-citizen.



#### **NGLCC Certified LGBT Business Enterprise**

National Gay and Lesbian Chamber of Commerce Certified LGBT Business Enterprise. Manny and Mike have been married for 8 years.

#### **GO TEXAN®**

Casa M Spice Co<sup>®</sup> has been a GO TEXAN<sup>®</sup> partner since the brand launched. While not Oklahoma, we are a proud next-door neighbor and excited to bring high-quality products to the Choctaw Nation of Oklahoma.



## **Proposal**

## **Existing Packaging Options**

#### **Stainless Steel Shakers**

The stainless shaker was our original packaging format when the brand launched and it was instantly the darling of every show we attended. These 10 fluid ounce (volume) shakers are good looking enough to keep out all the time and with our silicone lids, they are the perfect packaging vehicle.



## **Printed Refill Bags**

When the end user runs out of product in their shaker, they can grab these recycled content, compostable fully printed refill bags that contain 1 cup of each of our existing artisan blends. They're much cheaper than plastic shakers and encourage sustainability. They are pleated on the bottom, so they can stand up, but also have a hang-hole for merchandising on hang-hooks.



#### **Plastic Shakers**

The standard 8 fluid ounce (volume) poly plastic shaker with the screw on plastic shaker lid that are everywhere.



#### **Gift Sets**

Current box designs include an 8-blend gift set and a 2 or 3-blend gift set. Either of those have printing die-line drawings that are ready for art to be re-designed as needed. New gift set packaging can be designed as needed for custom projects.





## **Custom Packaging**

We have used custom packaging for several clients in the past and are happy to discuss any custom packaging ideas and collaborate on the right solution. Shown below is a photo of custom packaging for Neiman Marcus Willow Bend in Dallas.



## **Packaging Best Practices**

## Sealing

As is standard best practice in the industry, every product from Casa M Spice Co is shipped with in an airtight container sealed for the end user's safety. In the case of plastic shakers, each has a security seal in place on top of the shaker under the screw top. For our printed refill bags and 1-pound bulk bags, they are both zip and heat sealed. For our stainless shakers, the product is sealed inside in what is called a "pillow pouch." Each packaging type is then packed into a case box that holds 6 units of product.

#### **Batch Codes**

Every individual product is stamped with a batch code for food safety precautionary purposes.

#### **Best By Dates**

Each individual product will have a Best By Date on it. The Product shipped to Choctaw Nation of Oklahoma will never have less than 75% of the rated shelf-life remaining.

#### **FDA Label Compliance**

Casa M Spice Co<sup>®</sup> is out in front of the FDA label requirements and has been using the "new format" since 2021. We also check to make sure the dimensions of the panel meet requirements for proportionality to packaging size.

#### GO TEXAN® — Made In USA

Casa M Spice Co<sup>®</sup> has been a GO TEXAN<sup>®</sup> partner since the brand launched in 2018. We meet all requirements for a label that reads Made in the USA.

#### **Ingredient Origins**

Our primary copacker who blends for us also handles the sourcing of ingredients. He can provide country of origin data for each ingredient as needed for our existing blends as well as custom blends we develop jointly.

## **Existing Artisan Blends**



#### Chain Reaction®

A true season-all, Chain Reaction® is good on everything and the perfect replacement for salt (with 80% less sodium) and the blend that started it all. It can be added before, during, or after cooking and enhances flavor without overpowering. Try it on a cooked burger cut in half with one half not having Chain Reaction® and the other half lightly sprinkled with Chain Reaction® and let your imagination run free from there.

#### Cattle Drive®

Designed to make the best Texas brisket bark ever, Cattle Drive® is also a great black pepper replacement with more depth of flavor. Yields a cast iron skillet bark on steaks that can't be beat.



#### Free Range®

Think of it as BBQ chicken in a can. Free Range® is designed to turn into BBQ sauce as you cook the chicken. It's also great on vegetables.

#### Good Shepherd®

Super versatile, Good Shepherd® was designed for lamb, but really shines on potatoes, vegetables, chicken, and pork. It makes really great homemade Chex Mix and popcorn too!



#### **Hooked®**

Our only coarse blend, Hooked® is great on salmon, cod, redfish, and tilapia, yet versatile enough to make simple buttered pasta, scrambled eggs, or omelets turn into masterpieces.

#### Jerked Chain®

Bringing a little bit of the Caribbean into your kitchen is easy with Jerked Chain®. Flavor-forward, it's great on standard things like chicken and pork, but versatile enough to take your BBQ shrimp and vegetable kabobs to the next level too!

### Pecking Order®

Pecking Order® is definitely at the top of the food chain. It shines on poultry, of course, but is also a fantastic blend for soups, curry preparations, and makes the best smoked pork ribs you've ever tasted.



#### Texas Twister™

Texas Twister™, our wing and rib rub, is our newest blend scheduled to be released in Q3 2023. It's got a bold, black pepper forward flavor on the tongue that opens up to an earthy warmth and aromatics. Guaranteed to take your wings and ribs to their pinnacle.

### Whole Hog®

Hands down the best bark in the business for pulled pork regardless of how you cook it! Whole Hog® is versatile enough to make killer glazed carrots, smoked pork chops, and fantastic spicy kettle corn.



## Custom Blends or Packaging

Given a desired flavor profile, Casa M Spice Co® can create net-new, custom blends as needed. The process is usually quite iterative and requires frequent meetings until the flavors are final and we get into the packaging and label design phases. The whole process can be complete in as little as 4-6 months. We can also support the selection or creation of custom packaging in collaboration with the Choctaw Nation of Oklahoma.

## **Custom Packaging or Blends**

From our experience, designing a custom blend from scratch getting through tasting, sampling, naming, label design, printing, packaging, then warehousing, shipping, etc. the lead time for a net new SKU can be as long as 4-6 months depending on how quickly people turn things around for tastings/testings and art review and proofs. Similar timelines for custom packaging mostly due to label design and printing for FDA requirements for nutritional panel size relative to the package.

## **Additional Costs**

#### **Change-over Fees**

Our copacker charges both minor and major change-over fees for batches that don't meet minimum quantities. Our pricing proposals assume minimum quantities for each blend proposed in order to meet minimum quantities and avoid change-over fees. These fees are passalong costs with no markup. \$100/blend and \$350 once at the end of the packaging run.

#### **Small Batch Fees**

Small batch fees are charged when there is a request for fewer than 10,000 units per blend being packaged (across all packaging options). The small batch charge is \$500.

#### **Pallet Fees**

Pallet fees are a passthrough cost to the Choctaw Nation of Oklahoma. Pallet fees are \$20/pallet.

#### **Rush Fees**

In the event there are situations where a rush is needed on either bulk blending or packaging the copackers do charge rush fees (separately) for rush service and rush service is not guaranteed until confirmed. Rush fees typically run ~\$300/batch, but actual costs will be a passthrough.

### **Graphic Design**

Having won numerous awards for design with just our brand alone, our brand graphic designer is a seasoned professional. She is a professor of graphic design at the University of Belgrade in Serbia. She is very responsive and has been an integral part of our team since before the brand's inception while designing the logo for us. She is very creative, quite fun to work with, and available to help us on any design requirements you have at an hourly rate.

#### **Custom Labels**

Once the graphic design for labels is completed, unless otherwise specified, the Choctaw Nation of Oklahoma is responsible for printing and supplying the labels for products. The labels, once they are printed, should be shipped in sufficient quantity for all products to our warehouse facility at Casa M Spice Co, ATTN: Choctaw Nation of OK, 1025 N Mill Street, Suite B, Lewisville, TX. 75057.

## **Ingredient & Nutritional Analysis**

While all formulations that Casa M Spice Co brings to the table already have nutritional analysis performed, any new custom blends or collaborations will need a nutritional

analysis to inform the contents of the FDA mandated nutritional panel. Each Nutritional Analysis will cost \$150.

## **Samples**

Samples of our pre-existing blends in any of our pre-existing packaging options are available at any time. Any custom products we develop jointly, will have multiple sample points along the way. All custom label/packaging products will have final "proof" samples sent for approval prior to invoicing/shipping for the first batch of that product/packaging.

## **Marketing Collaboration**

The executive team at Casa M Spice Co® will collaborate with the marketing department of the Choctaw Nation of Oklahoma on promotional items, promotional schedules, and other projects that move the products forward and/or develop new products.

Casa M Spice Co® employs an internal chat system called Slack for team communication. If the Choctaw Nation of Oklahoma would like to participate with us on Slack, we can open joint channels that we can share provided the Choctaw Nation of Oklahoma has a Slack Subscription or is open to establishing a free account with Slack. This platform allows for a much more real-time communication experience and much tighter integration for collaborative efforts and support requests/needs.



# **Product Specifications**

# **Existing Blend Ingredients and Case Size**

Blend Name	Ingredients	Case Pack Size
Cattle Drive®	Spices, White Sugar, Dehydrated Onion, Salt, Dehydrated Garlic, and Silicon Dioxide (less than 2%)	6
Free Range®	Spices, Brown Sugar, White Sugar, Salt, Dehydrated Garlic and Onion, and Silicon Dioxide (less than 2%)	6
Good Shepherd®	Spices, Salt, Dehydrated Garlic and Onion, and Silicon Dioxide (less than 2%)	6
Hooked®	Spices, Salt, Dehydrated Onion and Garlic, Green Onion, and Silicon Dioxide (less than 2%)	6
Jerked Chain®	Brown Sugar, Spices, Salt, Dehydrated Garlic and Onion, and Silicon Dioxide (less than 2%)	6
Chain Reaction®	Spices, Salt, Dehydrated Garlic and Onion, and Silicon Dioxide (less than 2%)	6
Pecking Order®	Spices, White Sugar, Salt, Dehydrated Garlic and Onion, and Silicon Dioxide (less than 2%)	6
Whole Hog®	Brown Sugar, White Sugar, Spices, Salt, Dehydrated Garlic and Onion, and Silicon Dioxide (less than 2%)	6
Mini Ranch Pack®	Combo, see above	6
Gift Set	Combo, see above	4

## **Stainless Shakers**

SKU	Blend	UPC	Net Weight	Unit Dimensions
CDR10SSS	Cattle Drive®	857840008259	5 oz	2.75" x 2.75" x 4"
FRN10SSS	Free Range®	857840008372	5.5 oz	2.75" x 2.75" x 4"
GSH10SSS	Good Shepherd®	857840008419	4.25 oz	2.75" x 2.75" x 4"
HKD09CTL	Hooked®	857840008464	2.5 oz	5" x 3.5" x 4.25"
JKC10SSS	Jerked Chain®	857840008723	5.25 oz	2.75" x 2.75" x 4"
OCR10SSS	Chain Reaction®	857840008297	5 oz	2.75" x 2.75" x 4"
POR10SSS	Pecking Order®	857840008594	4.5 oz	2.75" x 2.75" x 4"
WHG10SSS	Whole Hog®	857840008532	6 oz	2.75" x 2.75" x 4"

SKU	Case Dimensions	Weight	Pallet Information	Cases/Pallet
CDR10SSS	9" x 7" x 6"	3 lbs 7 oz	26 cases x 6 layers	156
FRN10SSS	9" x 7" x 6"	3 lbs 10 oz	26 cases x 6 layers	156
GSH10SSS	9" x 7" x 6"	3 lbs 3 oz	26 cases x 6 layers	156
HKD09CTL	12" x 9" x 5"	6 lbs 10 oz	16 cases x 6 layers	96
JKC10SSS	9" x 7" x 6"	3 lbs 9 oz	26 cases x 6 layers	156
OCR10SSS	9" x 7" x 6"	3 lbs 7 oz	26 cases x 6 layers	156
POR10SSS	9" x 7" x 6"	3 lbs 4 oz	26 cases x 6 layers	156
WHG10SSS	9" x 7" x 6"	3 lbs 13 oz	26 cases x 6 layers	156

# **Plastic Shakers**

SKU	Blend	UPC	Net Weight	Unit Dimensions
CDR08PSS	Cattle Drive®	857840008129	5 oz	2.25" x 2.25" x 5.25"
FRN08PSS	Free Range®	857840008167	5.5 oz	2.25" x 2.25" x 5.25"
GSH08PSS	Good Shepherd®	857840008204	4.25 oz	2.25" x 2.25" x 5.25"
HKD08PSS	Hooked®	857840008174	2.5 oz	2.25" x 2.25" x 5.25"
JKC08PSS	Jerked Chain®	857840008716	5.25 oz	2.25" x 2.25" x 5.25"
OCR08PSS	Chain Reaction®	857840008006	5 oz	2.25" x 2.25" x 5.25"
POR08PSS	Pecking Order®	857840008617	4.5 oz	2.25" x 2.25" x 5.25"
WHG08PSS	Whole Hog®	857840008242	6 oz	2.25" x 2.25" x 5.25"

SKU	Case Dimensions	Weight	Pallet Information	Cases/Pallet
CDR08PSS	6" x 6" x 6"	3 lbs 0 oz	42 cases x 6 layers	252
FRN08PSS	6" x 6" x 6"	3 lbs 3 oz	42 cases x 6 layers	252

SKU	Case Dimensions	Weight	Pallet Information	Cases/Pallet
GSH08PSS	6" x 6" x 6"	2 lbs 5 oz	42 cases x 6 layers	252
HKD08PSS	6" x 6" x 6"	2 lbs 1 oz	42 cases x 6 layers	252
JKC08PSS	6" x 6" x 6"	3 lbs 1 oz	42 cases x 6 layers	252
OCR08PSS	6" x 6" x 6"	3 lbs 0 oz	42 cases x 6 layers	252
POR08PSS	6" x 6" x 6"	2 lbs 12 oz	42 cases x 6 layers	252
WHG08PSS	6" x 6" x 6"	3 lbs 6 oz	42 cases x 6 layers	252

# **Printed Refill Bags**

SKU	Blend	UPC	Net Weight	Unit Dimensions
CDR08RFB	Cattle Drive®	857840008150	5 oz	5" x 2.25" x 8"
FRN08RFB	Free Range®	857840008198	5.5 oz	5" x 2.25" x 8"
GSH08RFB	Good Shepherd®	857840008235	4.25 oz	5" x 2.25" x 8"
HKD08RFB	Hooked®	857840008051	2.5 oz	5" x 2.25" x 8"
JKC08RFB	Jerked Chain®	857840008730	5.25 oz	5" x 2.25" x 8"
OCR08RFB	Chain Reaction®	857840008037	5 oz	5" x 2.25" x 8"
POR08RFB	Pecking Order®	857840008600	4.5 oz	5" x 2.25" x 8"
WHG08RFB	Whole Hog®	857840008273	6 oz	5" x 2.25" x 8"

SKU	Case Dimensions	Weight	Pallet Information	Cases/Pallet
CDR08RFB	6" x 6" x 6"	3 lbs 0 oz	42 cases x 6 layers	252
FRN08RFB	6" x 6" x 6"	3 lbs 3 oz	42 cases x 6 layers	252
GSH08RFB	6" x 6" x 6"	2 lbs 5 oz	42 cases x 6 layers	252
HKD08RFB	6" x 6" x 6"	2 lbs 1 oz	42 cases x 6 layers	252

SKU	Case Dimensions	Weight	Pallet Information	Cases/Pallet
JKC08RFB	6" x 6" x 6"	3 lbs 1 oz	42 cases x 6 layers	252
OCR08RFB	6" x 6" x 6"	3 lbs 0 oz	42 cases x 6 layers	252
POR08RFB	6" x 6" x 6"	2 lbs 12 oz	42 cases x 6 layers	252
WHG08RFB	6" x 6" x 6"	3 lbs 6 oz	42 cases x 6 layers	252

#### **Gift Sets**

SKU	Blend	UPC	Net Weight	<b>Unit Dimensions</b>
RPK10SSO	Mini Ranch Pack®	857840008570	19 oz	5" x 2.25" x 8"
SET07SSO	Gift Set	857840008693	96 oz	5" x 2.25" x 8"
SKU	Case Dimensions	Weight	Pallet Information	Cases/Pallet
RPK10SSO	Case Dimensions 10" x 10" x 10"	Weight 7 lbs 2 oz	Pallet Information 16 cases x 5 layers	Cases/Pallet 80

# **Minimum Order Quantities & Lead Times**

Product	Initial MOQ (Cases)	Initial Lead Time	Re-Order MOQ (Cases)	Re-Order Lead	Annual MOQ (Cases)
Stainless Shakers	40	8-10 Weeks	4	1 Week	248
Printed Refill Bags	40	8-10 Weeks	4	1 Week	248
Plastic Shakers	40	8-10 Weeks	4	1 Week	248
Gift Set	20	8-10 Weeks	2	1 Week	124
Mini Ranch Pack®	30	8-10 Weeks	3	1 Week	186

## **Bid Sheet/Pricing**

## **Quote Valid Through**

This RFP Response pricing is good through 31-Dec-23.

### **Contact Details**

Contact	Dr. Mike Hernandez
Phone	(469) 293-4400
Email	mike@casamspice.com

### **Payment Terms**

Payment will be due on NET30 Terms. Late payments will be assessed 1.5% per month, compounded monthly, and added to the principle amount.

## **Products Offered**

Product	Unit FOB	Case FOB		Unit Delivered	Case Delivered
Stainless Shakers	\$ 6.25	\$	37.50	\$ 7.75	\$ 46.50
Printed Refill Bags	\$ 3.55	\$	21.30	\$ 4.75	\$ 28.50
Plastic Shakers	\$ 4.40	\$	26.40	\$ 5.60	\$ 33.60
Gift Set	\$ 18.75	\$ 1	12.50	\$ 21.80	\$ 130.80
Mini Ranch Pack®	\$ 55.10	\$ 2	20.40	\$ 63.15	\$ 252.60

## **Upfront Costs**

Once the graphic design for labels is completed, unless otherwise specified, the Choctaw Nation of Oklahoma is responsible for printing and supplying the labels for products. The labels, once they are printed, should be shipped in sufficient quantity for all products to our warehouse facility at Casa M Spice Co, ATTN: Choctaw Nation of OK, 1025 N Mill Street, Suite B, Lewisville, TX. 75057.

## **Bracket Buy-In**

Casa M Spice Co<sup>®</sup> will offer a 5% discount on any re-orders (of the same blend or blends in the same packaging) over 1 pallet in size.

## **Restocking/Swell Allowance**

Casa M Spice Co® will allow a 1% off invoice (OI) allowance for restocking/swell.

## **Overview of Order Submission Process**

Orders may be submitted in any of the methods outlined in <u>Accessible Ordering</u> Capabilities.

## **Estimated Delivery Times**

After orders are acknowledged, picked, packed, and notification is sent that product is ready, delivery is estimated to take 1-2 days via either common carrier or freight.

## **Distribution Options**

Casa M Spice Co® has an active relationship with KeHE, DPI, and UNFI. If there is a preferred distributor that the Choctaw Nation of Oklahoma would like to use, we can work with any distributor. The Choctaw Nation of Oklahoma will be responsible for absorbing any and all additional distributor fees. The pricing presented herein assumes direct distribution with no broker or distributor involved.

## **Design and Packaging Options**

Graphic design services and custom packaging options are available as described in the <u>Graphic Design section</u> and the <u>Custom Packaging Section</u>,

## **Merchandising Solutions (Shippers)**

Presently Casa M Spice Co® has four (4) different shipper/displays available for our existing products as merchandising solutions. Two (2) for our plastic shakers and two (2) for our stainless shakers with one for each being counter-height such that it can sit on top of something like a meat-case and the other for each being a floor-standing self-contained display with a fully-printed stand. These pre-existing designs are available with die-line art that can be pre-purposed as needed.











## **Accessible Ordering Capabilities**

The Choctaw Nation of Oklahoma will have the ability to order via any of the following options:

- EDI
- Online
- Phone
- Email
- Directly with Support Team via Slack or any of their channels.

## **Shipping and Billing Details**

Depending on the order size, we will ship via Common Carrier or LTL. We will provide notification and tracking information once the order has shipped. We will bill the order upon shipment and the invoice will be due 30 days from signed delivery receipt.

## **Regulatory Compliance Audits/Certifications**

Upon request, we will provide access to all available food and beverage safety records, inspection reports, detailed standard operation procedures, and any applicable certifications that pertain to the manufacturing of our products that have been provided to us by our copackers.

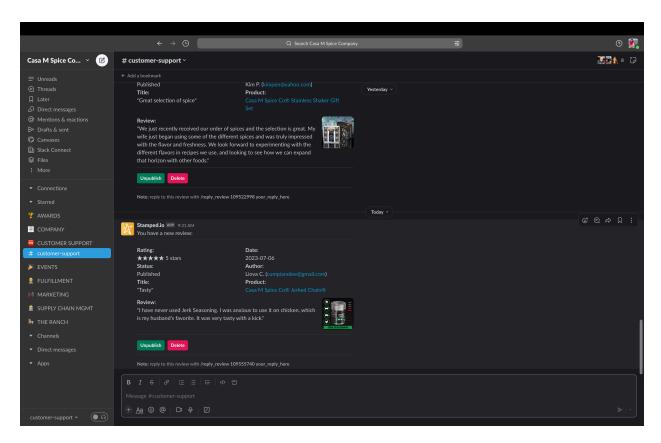
We agree to provide services in compliance as requested. We are registered with the FDA and our copackers are SQF-certified, FSMA trained, with HAACP plans in place, and third party audits can be provided.

## **Technical Requirements**

## 24x7x365 Support Service Level

Casa M Spice Co® will provide a 24x7x365 level of customer support with a 4-hour SLA for response M-F 7a-7p and a 12-hour SLA M-F 7p-7a, S-S, and all national holidays. To reach support, call (469) 293-4400 or send email to <a href="mailto:choctawnation@casamspice.com">choctawnation@casamspice.com</a>.

Casa M Spice Co® employs an internal chat system called Slack for team communication. If the Choctaw Nation of Oklahoma would like to participate with us on Slack, we can open joint channels that we can share provided the Choctaw Nation of Oklahoma has a Slack Subscription or is open to establishing a free account with Slack. This platform allows for a much more real-time communication experience and much tighter integration for collaborative efforts and support requests/needs.



## **Support Team**

A dedicated support team will be assigned to the Choctaw Nation of Oklahoma. That support team will be the primary points of contact, but the executive team at Casa M Spice will always be available as well to help support any needs of the Choctaw Nation

of Oklahoma. The team will be available by calling (469)293-4400 or sending email to <a href="mailto:choctawnation@casamspice.com">choctawnation@casamspice.com</a>.

Casa M Spice Co® employs an internal chat system called Slack for team communication. If the Choctaw Nation of Oklahoma would like to participate with us on Slack, we can open joint channels that we can share provided the Choctaw Nation of Oklahoma has a Slack Subscription or is open to establishing a free account with Slack. This platform allows for a much more real-time communication experience and much tighter integration for collaborative efforts and support requests/needs.

#### Site Visits

Quarterly site visits to each of the locations where product is actively being marketed to talk to local representatives about sales movement, observations, issues, and any retail or supply-chain related issues that location is experiencing to be reported both immediately through the regular communication between the support personnel and the account team of the Choctaw Nation of Oklahoma.

#### Issue Resolution

Each issue identified will be assigned a unique identifier and tracked in a task management system until it is resolved to each party's satisfaction.

#### **Supply Chain Management**

#### **Inventory Tracking**

Casa M Spice Co® employs a modern inventory tracking system that has built-in Al functions to help anticipate ordering needs, but we also have 5 years of experience anticipating inventory needs as well. Our inventory system does allow for custom builds, kits, and tracking of materials from the bulk, raw state all the way through production and packaging and into cases on pallets. It also alerts when quantities reach a floor threshold that's configurable and adjustable as we anticipate and the brand grows.

#### **Bulk Spice**

Our primary copacker sources the ingredients and blends our products for us. We keep a close eye on inventory of all of our packaging vehicles and regularly place orders for bulk spice to fill each of the relevant packaging options as indicated by the inventory tracking system.

#### **Stainless Shakers**

Having successfully navigated through the COVID supply chain issues, Casa M Spice Co® invested in some chain limited items like stainless shakers in 2022 to ensure ample supply through 2024. We presently have a stock of roughly 150,000 shakers ready to stuff and move.

#### Labels

Labels continue to be a source of supply-chain issues for the industry. Sometimes extra lead time is needed for certain types of ink or paper. We stay on top of the ones that are of interest for our packaging and printing needs and can advise as needed when we learn of issues during regular meetings with the Support Team.

#### **Boxes**

Depending on packaging selections, we have experienced some supply-chain related issues with obtaining certain boxes. If the Choctaw Nation of Oklahoma picks any products with box-related supply chain issues, we will alert as part of standard meetings between the two parties.

#### **Quarterly Executive Touch points**

The Casa M Spice executive team will conduct quarterly touchpoints with the Choctaw Nation of Oklahoma either in person or via video teleconference to review new products, custom product options, sales, supply chain management, progress-to-date, any challenges, upcoming pipeline and orders, etc.

#### **Annual Executive Business Review**

Once a year, Manny and Mike will conduct a full business review on site at a location of the Choctaw Nation of Oklahoma's choice to present financials, observations, successes, and opportunities for growth.

#### <u>EDI</u>

Casa M Spice Co® presently uses EDI to work with Walmart, HEB, KeHE, and DPI. It would be easy to add The Choctaw Nation of Oklahoma and support EDI for ease of ordering, tracking, and financials associated with the ordering of product.

## **Sales Reporting**

In addition to the quarterly executive touchpoints, The Choctaw Nation of Oklahoma can request sales reporting by product line, SKU, or location by reaching out to finance@casamspice.com.

### Sales Ordering Channels

Any of the following ordering channels will be fully supported for the Choctaw Nation of Oklahoma:

- EDI
- Online
- Telephone via Customer Service
- Dedicated Sales Rep

## **Proposal Certification**

# EXHIBIT - 4 Bidder Certification Page

#### **AUTHORIZED SIGNATURE:**

The proposal must be signed with the full name and address of the Bidder; if a copartnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

#### **Certificate of Current Cost or Pricing Data**

This is to certify that to the best of my knowledge and belief the cost or pricing data submitted to the Nation in response to this Request for Proposal is accurate, complete and current as of the date of execution of this certificate. If any cost or price furnished is incomplete, inaccurate or not current as certified, resulting in an increase of any price, including profit or fee, then such price or cost shall be reduced accordingly and the Nation made whole retroactive to the commencement date of the contract that may result from this solicitation.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal are understood and accepted.

10/0/0

10-July-2023		
DATE	AUTHORIZED SIGNATURE	_
Casa M Spice Co, LLC		
COMPANY NAME		
1025 N Mill Street, Suite B		
ADDRESS		
Lewisville, Texas 75057		
CITY/STATE/ZIP CODE		
Manuel Cristobal Hernandez		
PRINTED NAME OF AUTHORIZ	ZED SIGNATURE	
(972) 365-1757		
PHONE		

# **Method of Award**

## **EXHIBIT - 5**

# **Acknowledgement of Method of Award**

	w and understanding of <u>Section 4 – Method</u> ction 5 – Additional Terms and Conditions.
Casa M Spice Co, LLC understands the provisions of Section 4 – Me Section 5 – Additional Terms & Conditions co	
Manuel Cristobal Hernandez Printed Name	
MCD	10-July-2023

**Authorized Signature** 

Date

# **Customer References**

# **KeHE Distributors, LLC**

Contact	Karen Schulte
Phone	630-209-6914
Email	karen.schulte@kehe.com
Description	KeHE is our primary distribution channel into grocery stores. The scope and breadth of the relationship with them is quite large. We distribute nationwide with them and just opened up another distribution center with them. KeHE carries our entire catalog except our printed refill bags at this time, but we have several retail clients that want those, so it's a matter of time before they are in KeHE distribution centers as well. Our largest channel through KeHE is Albertsons South. We serve about 150 of their stores across the Southwest and are expanding monthly there. We have been working with Albertsons South since early 2020. We are part of Albertson's National spice review this year and anticipate we will be picked up.

# **DPI Specialty Foods**

Contact	Clarke Ross
Phone	503-358-8264
Email	clarke.ross@dpispecialtyfoods.com
Description	DPI is our distribution channel into Kroger for the Dallas Region. We just started working with Kroger last quarter, but have already moved nearly \$20k in product through 30 stores in the DFW metro area. We expect to expand into Houston before the end of the year and all of Texas by middle of next year. We are also part of the Kroger National annual review this year and expect to be picked up by them.

# **Walmart**

Contact	Kelly Swift
Phone	479-360-4988
Email	kelly.swift@walmart.com
Description	We distribute directly to Walmart for about 120 of their stores in the Texas and Arkansas regions presently with expansion to new markets and stores anticipated in the Fall. They have 4 of our SKUs on the shelves presently in the plastic shaker format.

## **HEB**

Contact	Lori Harn
Phone	210-938-8640

Email	harn.lori@heb.com
Description	We distribute directly to Walmart for about 90 of their stores in Texas. We're working with Lori to expand the selection from the 2 SKUs that they presently have on the shelves.

# **FC Dallas**

Contact	Megan Miller
Phone	214-662-1012
Email	mmiller@fcdallas.net
Description	FC Dallas is our conduit for concessions at Toyota Stadium. We supply the kitchen with our products and we have several items on the menu throughout the stadium and in the suites. Presently we have the single biggest-selling concession item in stadium history with their Nashville Hot chicken on Mac & Cheese using our Chain Reaction® seasoning. Starting 01-Jul they are revealing a new Jerked Wing featuring our Jerked Chain® seasoning.

# **Appendix A — Completed W9**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

	nent of the Treasury Revenue Service	▶(	Go to www.irs.go	v/FormW9 for inst	tructions and the late	st informa	atic	on.		5	sei	nd to	the	IKS	•
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	Manuel Hernandez														
	2 Business name/disregarded entity name, if different from above														
	Casa M Spice Co, LLC														
page 3.	Check appropriation following seven because the seven because	4 Exemptions (codes apply only to certain entities, not individuals; see													
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Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted  • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)															
after they were published, go to www.irs.gov/FormW9.  • Form 1099-S (proceeds from real estate transactions)  • Form 1099-K (merchant card and third party network transaction)							one)								
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	returns include, but are not limited to, the following.  If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.							π							

Form **W-9** (Rev. 10-2018) Cat. No. 10231X

# **Appendix B** — Certificate of Insurance

ACORD

CASAMSP-01

KHARDEN

DATE (MM/DD/YYYY) 7/5/2023

#### **CERTIFICATE OF LIABILITY INSURANCE**

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).

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

#### COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SUMMARY OF COVERAGES**

Additional Insured by Contract, Agreement or Permit	Included
Additional Insured – Primary and Non-Contributory	Included
Blanket Waiver of Subrogation	Included
Bodily Injury Redefined	Included
Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
Knowledge of Occurrence	Included
Liberalization Clause	Included
Medical Payments – Extended Reporting Period	Included
Newly Acquired or Formed Organizations - Covered until end of policy period	Included
Non-owned Watercraft	51 ft.
Supplementary Payments Increased Limits	
- Bail Bonds	\$2,500
- Loss of Earnings	\$1000
Unintentional Failure to Disclose Hazards	Included
Unintentional Failure to Notify	Included
	Additional Insured – Primary and Non-Contributory  Blanket Waiver of Subrogation  Bodily Injury Redefined  Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators  Knowledge of Occurrence  Liberalization Clause  Medical Payments – Extended Reporting Period  Newly Acquired or Formed Organizations - Covered until end of policy period  Non-owned Watercraft  Supplementary Payments Increased Limits  - Bail Bonds  - Loss of Earnings  Unintentional Failure to Disclose Hazards

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### Additional Insured by Contract, Agreement or Permit

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

# Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy 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 acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- **b.** The insurance afforded to such additional insured described above:
  - (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

421-2915 06 15

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Page 1 of 4

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- **(4)** Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
  - (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- Required by the contract, agreement or permit described in Paragraph a.; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV** – **COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:** 

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured:
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c**. below.

421-2915 06 15

#### b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

#### 3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

#### 4. Bodily Injury Redefined

**SECTION V – DEFINITIONS**, Definition **3.** "bodily injury" is replaced by 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. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- Broad Form Property Damage Borrowed Equipment, Customers Goods, Use of Elevators
  - a. SECTION I COVERAGES, COVERAGE A BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V DEFINTIONS:
  - **24.** "Customers goods" means property of your customer on your premises for the purpose of being:

421-2915 06 15

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess contingent

#### 6. Knowledge of Occurrence

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

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

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

#### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

- 8. Medical Payments Extended Reporting Period
  - a. SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - b. This coverage does not apply if COVERAGE C – MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.
- Newly Acquired Or Formed Organizations
   SECTION II WHO IS AN INSURED, Paragraph
   3.a. is replaced by the following:
  - **a.** Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

- g. Aircraft, Auto Or Watercraft
  - (2) A watercraft you do not own that is:
    - (a) Less than 51 feet long; and
    - **(b)** Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

- 11. Supplementary Payments Increased Limits

  SECTION I SUPPLEMENTARY PAYMENTS

  COVERAGES A AND B, Paragraphs 1.b. and
  1.d. are replaced by the following:
  - **1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - 1.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 \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

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

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

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

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

#### COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SUMMARY OF COVERAGES**

1.	Additional Insured – Broad Form Vendors	Included					
2.	Aggregate Limit per Location	Included					
3.	Alienated Premises	Included					
4.	Broad Form Named Insured	Included					
5.	Extended Property Damage	Included					
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included					
7.	Mobile Equipment Redefined						
8.	Personal Injury – Broad Form	Included					
9.	Product Recall Expense						
	- Product Recall Expense Each Occurrence Limit	\$25,000					
	- Product Recall Expense Aggregate Limit	\$50,000					
	- Product Recall Deductible	\$500					
10.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000					

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

# Additional Insured – Broad Form Vendors The following is added to SECTION II – WHO IS AN INSURED:

#### Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- **b.** The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law.
  - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
  - (3) Will not be broader than coverage provided to any other insured; and

- (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- **c.** With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

421-2916 06 15

- testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, 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;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor:
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10)To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11)Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

 Required by the contract or agreement described in Paragraph a.; or 2. Available under the applicable Limits of Insurance shown in the Declarations;

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

#### 2. Aggregate Limit Per Location

- a. SECTION III LIMITS OF INSURANCE, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to SECTION V – DEFINITIONS:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a rail-road.

#### 3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph j.(2) is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

#### 4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- **b.** That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

#### 5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph a. is replaced by the following:

421-2916 06 15

#### a. Expected Or Intended Injury

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

 Incidental Malpractice – Employed Nurses, EMT's and Paramedics

**SECTION II – WHO IS AN INSURED,** paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

#### 7. Mobile Equipment Redefined

**SECTION V – DEFINITIONS,** Definition **12.** "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

- 8. Personal Injury Broad Form
  - a. SECTION I COVERAGES, COVERAGE B
     PERSONAL AND ADVERTISING INJURY
     LIABILITY, Paragraph 2. Exclusions,
     subparagraph e. is deleted.
  - b. SECTION V DEFINITIONS, Definition 14, "Personal and advertising injury" subparagraph b. is replaced by the following:
    - **b.** Malicious prosecution or abuse of process.
  - c. The following is added to SECTION V DEFINITIONS, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

- (1) Not done intentionally by or at the direction of:
  - (a) The insured;
  - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
- (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.
- d. The following is added to SECTION V DEFINITIONS:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if COVERAGE
 B - PERSONAL AND ADVERTISING
 INJURY LIABILITY is excluded either by the provisions of the Coverage Form or by endorsement.

#### 9. Product Recall Expense

- a. SECTION I COVERAGES, COVERAGE A
   BODILY INJURY AND PROPERTY
   DAMAGE LIABILITY, Paragraph 2.
   Exclusions, subparagraph n. is replaced by the following:
  - n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- **(4)** Failure of any products to accomplish their intended purpose;
- **(5)** Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;
- (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes:
- (8) Caprice or whim of the insured;
- (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

- (10)Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
- (11)Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. The following is added to SECTION II WHO IS AN INSURED, Paragraph 3.

**COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to SECTION III – LIMITS OF INSURANCE:

# Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:
  - (1) Insureds:
  - (2) "Covered Recalls" initiated: or
  - (3) Number of "your products" withdrawn.
- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

#### g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

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

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

421-2916 06 15

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Page 4 of 6

e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- **a.** Necessary and reasonable expenses for:
  - (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
  - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - **(4)** Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations:
  - (6) Expenses to rent additional warehouse or storage space;
  - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- **b.** Your lost profit resulting from such "covered recall".
- **f.** This Product Recall Expense Coverage does not apply:
  - (1) If the "products completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
  - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 10. Property Damage Legal Liability Broad Form

a. SECTION I – COVERAGES, COVERAGE A

 BODILY INJURY AND PROPERTY
 DAMAGE LIABILITY, the last paragraph (after the exclusions) is replaced by the following:

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

- b. SECTION III LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:
  - 6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- **b.** The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, subparagraph b. Excess Insurance, item (a)(ii) is replaced by the following:
  - (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- d. SECTION V DEFINITIONS, Definition 9.
   "Insured contract", Paragraph a. is replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

421-2916 06 15

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract". **e.** This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

#### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

	Schedule
1.	( ) Specific Waiver Name of person or organization
	(X) Blanket Waiver
	Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2.	Operations:
	ALL TEXAS OPERATIONS
	Premium:  The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.  Advance Premium:
	This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
	(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
	lorsement Effective Policy No. Endorsement No. ured Premium
Ins	urance Company Countersigned by

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# **Appendix C** — Recall Management Process

#### 1. PURPOSE

To provide instruction on how to effectively implement a food product recall. This procedure applies to both mandatory and voluntary recalls.

#### 2. REFERENCE

21 CFR 117.139 Recall plan – Subpart C – Hazard Analysis and Risk-Based Preventive Controls

#### 3. PROCEDURE

- 3.1. A recall is an effective method of removing or correcting consumer products that are in violation of the laws administered by the FDA. A recall takes place to protect the public health and well-being from products that present a risk of injury or gross deception or are otherwise defective.
- 3.2. A recall can be taken voluntarily anytime or at the request of the FDA.
- 3.3. An example of incidences that may require a recall are as follows:
  - 3.3.1. Customer complaint
  - 3.3.2. FDA initiated recall
  - 3.3.3. Result of an audit/inspection
  - 3.3.4. Food determined to be unsafe (microbiological pathogens, physical hazards, etc.)
  - 3.3.5. Failure of a preventive control
  - 3.3.6. Improper labeling
  - 3.3.7. A recalled/unsafe raw material used in the product
- 3.4. If one of the above incidents occur, or any incident not listed above that may also result in a recall, then an incident/corrective action report will be completed. The corrective action of the report will determine, with justification, if a recall is needed and the impact/scope of the recall. Any additional documentation to support the justification (recipe sheets,

#### **Standard Operating Procedure**

#### **Recall Program**

02-2021

#### Rev 02.0

#### Casa M Spice Co®

- verification sheets, preventive control results, etc.) will be attached.
- 3.5. Recalls are classified into three classes. Upon notification of the recall to FDA, the FDA will classify the recall into one of the following categories:
  - 3.5.1. Class 1 recall: reasonable probability of serious adverse health consequences or death
  - 3.5.2. Class 2 recall: may cause temporary or medically reversible adverse health consequences or where the probability of adverse health consequences is remote
  - 3.5.3. Class 3 recall: not likely to cause adverse health consequences
- 3.6. If a recall is to be considered, the following steps are necessary:
  - 3.6.1. Recall Committee is immediately called
  - 3.6.2. All documentation surrounding the questionable ingredient or finished product is pulled.
    - Affected Lot Codes
    - Product blend sheets
    - Customer Records
- 3.7. If a recall is required, then a Product Recall form is completed by the Responsible Individual or Recall Coordinator. The form includes the following information:
  - 3.7.1. Product name
  - 3.7.2. Product number
  - 3.7.3. Description of the product
  - 3.7.4. Type of packaging
  - 3.7.5. Labeling for product to include:
    - Product labeling
    - Individual package labeling
    - Case label (photocopy is acceptable)
  - 3.7.6. Code information:

#### **Standard Operating Procedure**

#### **Recall Program**

02-2021

#### **Rev 02.0**

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- Lot numbers Casa M Spice Co® uses a six digit number where the first 2 digits represent the last 2 digits of the year of manufacturing. The remaining 4 digits are a sequential number assigned based on the order of a blend.
- The batch number located on the bottom left side of the package above the Lot Code is represented as the date the product was packaged as a finished good. The code can be read as (year.month.day).
- 3.7.7. Expiration date, use by date, or expected shelf life
- 3.7.8. UPC codes if applicable (some products packaged for food service do not have a UPC code)
- 3.7.9. Brief description of the reason for the recall
- 3.8. The Recall Coordinator or responsible individual, along with Receiving/ Shipping, will identify any remaining product in the warehouse.
- 3.9. Receiving/Shipping will immediately segregate any product in the warehouse and clearly label the product on HOLD. Product on HOLD is not to be shipped.
- 3.10. The responsible individual will determine the volume of recalled product produced. This includes the following information:
  - 3.10.1.Total quantity produced
  - 3.10.2.Date produced
  - 3.10.3.Quantity distributed and the specific accounts the quantity was distributed to (wholesale and/or retail accounts)
- 3.11. The Recall Coordinator or designee will complete the attached Product Recalls, Including Removals and Corrections checklist to ensure the FDA's Recall Coordinator receives the required information.
- 3.12. The information included in the checklist are submitted to the appropriate regulatory authorities. The following is the FDA Recall Coordinator for the district:
  - 3.12.1.An alternative or additional notification to the FDA can be done by

# Standard Operating Procedure Recall Program 02-2021 Rev 02.0

#### Casa M Spice Co®

accessing The Reportable Food Registry and completing the required information

- 3.13. The Responsible Individual and/or Recall Coordinator will contact all customers/distributers that received the product with the information from steps 3.6 recorded on the Product Recall Form. This includes the information needed to ship the product back to Casa M Spice Co®. If the customer intends to destroy the product at their facility, then documentation confirming the destruction of the product and the amount of product destroyed is required for Casa M Spice Co® effectiveness check. The communication regarding the recall with the customers/ distributers can be done by letter or by phone. If done by phone, a transcript should be completed to document the information. A letter template for distribution/customer notification is attached.
- 3.14. The Responsible Individual will document how much product each customer/distributer has on hand. If product has reached the retail level, then public notification may be required.
- 3.15. Upon receipt of recalled product at Casa M Spice Co®, the amount received will be documented by the Recall Coordinator.
  - 3.15.1.All product received by customers/distributers, including product in the warehouse, will be accounted for and then destroyed. Notification to FDA is required before product destruction. In some instances, FDA will witness the destruction of product.
- 3.16. Typically, recalled product received will be destroyed. However, in some instances, product may be reworked. For example, if product received an incorrect label. Any rework must be justified and completed at Casa M Spice Co®.
- 3.17. The Recall Coordinator will complete an effectiveness check to verify the efficiency and progress of the recall. Frequent communication with customers/distributers will be completed to ensure all product is accounted for.
  - 3.17.1.If any product is not accounted for, this will be clearly documented along with the risk and communicated to FDA.

# Standard Operating Procedure Recall Program 02-2021

Rev 02.0

#### Casa M Spice Co®

- 3.18. After all product is destroyed or reworked and determined to be safe; the Recall Coordinator or Responsible Individual will contact FDA to request termination of the recall.
- 3.19. The Recall Coordinator will re-evaluate the Food Plan to ensure any corrective actions are completed to prevent the incident from re-occurring.
- 3.20. The recall procedure will be periodically tested (minimum once per year) to ensure that Casa M Spice Co® executes a recall in a timely and thorough manner. The "mock recall" will be documented.

### Recall Team:

Team Member	Name	Title
Recall Coordinator	Manuel Hernandez 972-365-1757	Chief Operations Ninja manny@casamspice.com
Recall Team Member	Mike Hernandez 469-360-2200	Chief Spice Officer mike@casamspice.com
Recall Team Member	Jennifer Mills 512-413-3590	Chief Money Maestra jennifer@casamspice.com
Recall Team Member	Dane Rodriguez 520-257-0238	Spice Wrangler dane@casamspice.com

### **Product Recall Form**

Product Name	Date Code		UPC Code	
Description of Product		Exped Life	ted Shelf	
Type of Packaging (Attach product/ case label)				
Reason for the recall				

#### **MODEL RECALL LETTER (To be printed on company letterhead)**

URGENT:FOOD RECALL
Date:
COMPANY NAME ADDRESS
<distributer address="" and="" contact="" customer="" individual=""></distributer>
Dear:
This is to inform you of a product recall involving:

#### <PRODUCT NAME, BRAND NAME, DESCRIPTION, UPC CODES, LOT NUMBERS>

See enclosed product label for ease in identifying the product at distributer/retail level. This recall has been initiated due to problem>. Use of <or consumption of> this product may <include any potential health hazard>.

We began shipping this product on <date> (or) This product was shipped to you on <date>. (If possible, provide consignee with shipping dates and quantities shipped.) Immediately examine your inventory and quarantine product subject to recall. In addition, if you may have further distributed this product, please identify your customers and notify them at once of this product recall. Your notification to your customers may be enhanced by including a copy of this recall notification letter.

[Include instructions on what customers should do with the recalled product.] This recall should be carried out to the <wholesale>, <retail>, <consumer>, <user> level.

Your assistance is appreciated and necessary to prevent <i.e. consumer illness or harm.>

Please complete and return the enclosed response form<add response form that is applicable to the level of recall> as soon as possible.

If you have any questions, please contact the following individuals:

Responsible individual; Recall Coordinator:

This recall is being made with the knowledge of the Food and Drug Administration.

Name/Title

# **Appendix D — Customer Service Methodology**

## **Philosophy and Brand Manifesto**

Our customer service methodology stems from our shared values expressed in our <u>Brand Manifesto</u>. Every team member at Casa M Spice Co® knows that we do whatever we can to ensure 100% customer satisfaction every time. We consistently get comments from customers that we provided them the best customer service that they have ever experienced. That's the best compliment we can receive as a brand and truly represents the embodiment of the hospitality experienced while at Casa M. That philosophy spills over to our interactions with trade partners as well as follows:

### **Social Media**

We are active in interactions with all of our social outlets. Any messaging on those platforms is monitored and we address each individually and each is tracked and archived.

### **Website Chat**

The website chat feature comes directly to all Casa M Spice Co® team members and is handled immediately as someone sees it come in and can address it. Again, all interactions are monitored, tracked, and archived.

### **Email**

Like website chat, these interactions come in through info@casamspice.com. These come directly to all Casa M Spice Co® team members and are handled immediately as someone sees it come in and can address it. Again, all interactions are monitored, tracked, and archived.

# **Telephone**

These requests come in via telephone. During business hours of M-F 7a-4p we service these in realtime, outside those hours and on holidays, we address those as we return to business.

### Various 3rd Party Marketplaces (Wholesale & Retail)

We engage with many third party marketplaces. Some retail (walmart.com, amazon.com, etc.) and some are wholesale (faire.com, mable.com, Abound.com, etc.). These interactions come in through info@casamspice.com. These come directly to all Casa M Spice Co® team members and are handled immediately as someone sees it come in and can address it. Again, all interactions are monitored, tracked, and archived.

# **Major Accounts**

Like the Choctaw Nation of Oklahoma, our <u>SLA for customer service</u> for major accounts is dictated by the client. In this case we offer all of the options above, of course, but your priority access to customer service comes through the custom <u>choctawnation@casamspice.com</u> email address and our Slack integration that ensures quick collaboration and easy access to customer support.