

**La Vega Independent School District**

**Request for Proposals  
for  
Food Service Equipment**

**Serving Line Replacement  
La Vega Elementary School**

**Bid Deadline:** 10:00 A.M. on December 6, 2023

**MAILING ADDRESS:**

LVISD Administration  
400 East Loop 340  
Waco, TX 76705

**PHYSICAL ADDRESS:**

LVISD Central Warehouse  
3101 Latimer Street  
Waco, TX 76705



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## I. GENERAL INSTRUCTIONS TO PROPOSERS

1. **PROPOSAL SUBMISSION:** Proposals must be submitted on the proposal forms provided, or on photocopies of the proposal forms provided. Proposal forms and information submitted shall be completed in ink, typewritten or otherwise in a permanent marking. Proposal forms to be submitted by Proposer are in Section III, and include:
  - a. Acceptance of Proposal Terms;
  - b. House Bill 89 Verification;
  - c. Senate Bill 252 Certification;
  - d. Felony Conviction Notice;
  - e. Conflict of Interest
  - f. Federal Funds Certification Forms
  - g. Proposal Response; and,
  - h. Any other forms required by these proposal specifications.
2. **PROPOSAL OFFER:** LVISD requests that unless otherwise stated by the Proposer, this offer be good for acceptance for sixty (60) days from the date of the opening date.
3. **TELEFAXED:** No faxed proposal or faxed modification of proposal will be considered.
4. **PROPOSAL DEADLINE:** Proposal responses must be received no later than the proposal opening date and time specified in the cover page.
5. **LATE PROPOSALS:** Time of response to this proposal is considered to be critical. Proposals received after the proposal opening date and time will not be considered. It is the sole responsibility of the contractor to respond on time.
6. **DELIVERY OF PROPOSAL:** Each proposal must be delivered to LVISD at the address given in the cover page on or before the proposal deadline. Each proposal shall be enclosed in a sealed envelope bearing a title in the following format:

**Food Service Equipment La Vega ISD Proposal # 24-CNS-02**

**Name of Proposer**

**Proposal Deadline: 10:00 A.M., December 6, 2023**

**ATTENTION: James Garrett**

7. **PROPOSAL OPENING:** Proposals will be opened publicly. Proposers are invited to be present at the proposal opening at La Vega Independent School District Administration Office, 400 East Loop 340, Waco, TX, 76705.
8. **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES:** Proposer is responsible for examining the work site(s) prior to submitting the proposal as to all existing conditions and limitations under which the service is to be performed. No allowance shall be made to any Proposer because of lack of examination or knowledge. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination of work sites and complete contract documents.
9. **ADDENDA:** Answers to all substantive questions, inquiries, and requests for additional information will be issued in the form of **Addenda and will be posted online at [www.lavegaisd.org](http://www.lavegaisd.org)**, Departments, Business Office. Copies of each addendum will be issued to those Proposers obtaining proposal documents. Also, Proposers may be advised by addenda of changes in contract requirements. LVISD will not be responsible for the authenticity or correctness of oral interpretations of the contract documents or for information obtained in any other manner than through the written addenda. Each addendum shall be considered a part of the contract documents. **Prospective Proposers must acknowledge receipt of addenda from an authorized contact person and attach to the proposal response.**
10. **TAXATION:** LVISD is exempt from state sales tax and use tax, and the Proposer should not include such taxes in the proposal prices or in subsequent invoicing.

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LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 24-CNS-02**

**11. RESERVATIONS AND ANNULMENTS:** LVISD reserves the right to accept or reject any/or all proposals and to waive any and/or all technicalities in the interest of LVISD. The District has the right to decide equivalency.

**12. PROPOSAL AWARD:** LVISD reserves the right to award the proposal as a lump total for all items, or in part. As such, each item must have an individual respective cost for federal funds project.

**13. EVALUATION CRITERIA:** LVISD will consider all, though only those with points will be scored.

- a. The purchase prices.
- b. The reputation of the vendor and of the vendor's goods and services.
- c. The quality of the vendor's goods or services.
- d. The extent to which the goods or services meet LVISD's needs.
- e. The vendor's past relationship with LVISD.
- f. The impact on the ability of the district to comply with laws relating to historically underutilized businesses
- g. The total long-term cost to the district to acquire the goods or services
- h. For a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, if the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state
- i. Any other relevant factor specifically listed in the request for proposals or proposals

**14. WITHDRAWAL OF PROPOSALS:**

- a. Prior to the Proposal Deadline, Proposer may withdraw a proposal in its entirety. Withdrawal may be in person or may be requested in writing by an appropriate authority. A withdrawal request may be made by tele-fax. A proposal may be resubmitted prior to the proposal deadline.
- b. After the Proposal Deadline:
  - 1.) Proposer may request that a proposal be withdrawn in whole or in part due to typographical errors or due to unintentional errors in interpretation of proposal specifications. LVISD may consider such requests and may grant such requests as considered necessary in the best interests of LVISD.
  - 2.) Proposer may withdraw a proposal without the consent of LVISD. However, LVISD reserves the right to seek legal damages. LVISD also reserves the right to remove Proposer from consideration for future proposals.

**15. SAMPLES, CATALOGS, and CATALOG CUTS:** Procedures and requirements for samples, catalogs or catalog cuts required by the LVISD, if any, will be covered under Specific Conditions. Unsolicited samples, catalogs, or catalog cuts may be provided at no cost to LVISD.

**16. "Or Equal Interpretation":** Use of a particular manufacturer's name and model number means any product of equal or greater quality. LVISD reserves the right to determine equivalency. Bidder/Proposer may be required to demonstrate products.

**17. DEVIATION FROM SPECIFICATIONS:** All deviations from the specifications must be *clearly* noted in detail by Proposer, in writing, at the time of submittal of the formal proposal. Failure to clearly identify deviations from specifications at the time of proposal submittal will hold Proposer strictly accountable to LVISD to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material, item or service when delivered. Minimum shipment requirements must be stated on the Proposal Terms.

**18. FAILURE TO COMPLY:** LVISD may reject shipment on any services or items not delivered according to specifications, brands, price, or other proposal terms. If products are not delivered according to proposal terms, LVISD reserves the right to cancel the entire contract. LVISD also reserves the right to charge the Vendor the difference between the prices paid for replacement items purchased and the awarded proposal price.

**19. FIREARMS, TOBACCO AND ALCOHOL:** Possession of firearms, alcohol and/or drugs, even in vehicles is strictly prohibited on school district property. Smoking of cigarettes, cigars, pipes, or use of other tobacco products and any alcoholic beverage are prohibited by State Law on all school district property.

**20. OTHER CONTRACTUAL OBLIGATIONS:** For contracts awarded in excess of \$10,000.00 by the school district, the successful Proposer and their contractors or subgrantees must be in compliance with executive order 11246 "Equal Employment Opportunity" as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60)-Executive Order 11246, as amended, prohibiting job discrimination because of race, color, religion, sex, or national origin and requiring affirmative action to ensure equality of opportunity in all aspects of employment.

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**21. BOND AND INSURANCE SUBMITTALS:**

- a. If awarded the contract, the successful contractor shall be required to furnish the appropriate certificates of insurance, and promptly enter into and execute the Payment and Performance Bonds prior to starting the project. The certificates of insurance shall name La Vega Independent School District as additional insured on all insurances except Workers' Compensation. Following is the required minimum with single limit:
- |  |             |
|--|-------------|
| 1.) General Public Liability   | \$1,000,000 |
| 2.) Umbrella's on top with at least                                  | \$1,000,000 |
| 3.) Automobile combined<br>including hired and non-owned vehicles    | \$ 500,000  |
| 4.) Statutory Workers Compensation<br>including employees' liability | \$ 500,000  |
- b. Bonds: Prior to commencement of work hereunder, contractors will, if the Contract Price exceeds \$25,000.00, provide an Acceptable Surety Company Payment Bond and if the contract price exceeds \$100,000.00 provide an Acceptable Surety Company Performance Bond, each in principal amount equal to one hundred percent (100%) of the contract price. The contractor will faithfully perform all its undertakings in this contract and will fully pay all persons furnishing labor and material in the prosecution of the work provided for in this contract. If any surety upon any bond becomes insolvent or otherwise ceases to do business in this State, the contractor shall promptly furnish equivalent security to protect the interests of LVISD and of persons furnishing labor and materials in the prosecution of the work.
- c. The successful bidder shall have their insurance companies list La Vega Independent School District as additional insured on all policies except Workers' Compensation. Certificates shall be sent to the La Vega I.S.D. Assistant Superintendent for Finance at each change or renewal during the term of this contract.

**22. INSURANCE:**

- a. The contractor shall maintain insurance of the kinds and in the amounts specified below and furnish La Vega I.S.D. with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sub-let (as otherwise permitted by the terms of such Specifications), the contractor shall require the subcontractor to maintain and furnish him with satisfactory evidence of Workers' Compensation, Employer's Liability and such other forms and amounts of insurance which the contractor deems reasonably adequate.
- b. The contractor will provide and maintain all risk builder's coverage insurance to protect the interest of both the contractor and LVISD for materials brought into the job or stored on the premises. Such insurance shall be for one hundred percent (100%) of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the costs of which are included in the direct cost of the work.
- c. This insurance shall not cover any tools, derricks, machinery, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the contractor, the cost of which is not included in the direct cost of the work. LVISD shall be named as additional insured as their interest may appear.
- d. The contractor, at his expense, must also maintain insurance which shall:
- include coverage for the liability assumed by the contractor;
  - include completed operation coverage which is to be kept in force by the contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
  - not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
  - not be subject to any exclusion of property used by the insured or property in the case, custody or control for the insured or property as to which the insured for any purpose is exercising physical control; and
  - the Certificates of Insurance furnished by the contractor shall show by specific reference that each of the foregoing items have been provided for.
- e. The Certificates of Insurance furnished by the contractor as evidence of the insurance maintained by him shall include a clause obligating the Insurer to give LVISD thirty (30) days prior written notice of cancellation or any material change in the insurance.
- f. The successful contractor must provide LVISD with certificates of insurance liability naming La Vega Independent School District as additional insured.

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- g. The contractor agrees to indemnify, defend and save harmless La Vega Independent School District and the Consultant, their consultants, agents and employees from and against all loss or expense (including costs and attorney fees) by reason of liability imposed by law upon La Vega I.S.D. , Consultant, sub-consultants, agents and employees for damages because of bodily injury, including death at any time resulting therefore, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, his sub-contractors, La Vega I.S.D., the Consultant, their consultants, agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of La Vega I.S.D., Consultant, and/or other Agents.

**23. RECALLS:**

Vendor shall take immediate action to correct any situation when product/equipment integrity is violated. In the event of a mandatory or voluntary recall, Vendor shall remove or authorize disposal of all recalled product/equipment from La Vega Independent School District immediately and shall replace the product/equipment with new product/equipment at no cost to the District as soon as possible. Integrity is up to the discretion of the purchaser. A product/equipment recall may be enacted at any time within one [1] year of receipt/installation.

### III. PROPOSAL FORMS

#### A. ACCEPTANCE OF PROPOSAL TERMS

A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Proposer agrees to strictly a proposal by the terms, conditions, and specifications embodied in this proposal.

If you do not submit a proposal but want to stay on our vendor list, please sign and return this Acceptance of Proposal Terms and include the reason for non-submittal.

I (we) am proposing in accordance with the general conditions and specifications.

By signing this proposal, the Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared the proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company (Firm Name): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reason for Non-Submittal \_\_\_\_\_

**B. House Bill 89 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_  
(Company or Business name), hereafter referred to as company being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and,
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with La Vega Independent School District.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE



**C. SB 252**  
**CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ [Company or Business Name] being an adult over the age of eighteen [18] years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.253. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the La Vega Independent School District's Purchasing Department.

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Company Name

\_\_\_\_\_  
Company representative

\_\_\_\_\_  
Signature of

---

Date

**D. FELONY CONVICTION NOTICE**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code section 44.034.

**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to LVISD if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if LVISD determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. LVISD must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Check One:

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s):

\_\_\_\_\_

Details of Conviction(s):

\_\_\_\_\_

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Company (Firm Name)

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Title

### E. H.B. 1295

For contracts entered into on or after January 1, 2016, Texas Government Code Chapter §2252.908 (H.B. 1295) provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency. The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information are available on the Commission's website at the following links:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The Proposer will have 30 days from the date of the award to complete the required information in accordance to the Texas Ethics Commission.

All contracts with the District will be pending upon receiving the above paperwork.

**LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 24-CNS-02**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or of a family relationship with a local government officer.

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Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 1/1/2021

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>	

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
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<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>
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<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
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<b>3</b>	<b>Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">_____</div> <p align="center">Name of Officer</p>
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<b>4</b>	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>
	<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p>

<b>5</b>	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>
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<b>6</b>	<input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>
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<b>7</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;">           _____            Signature of vendor doing business with the governmental entity         </div> <div style="width: 45%; text-align: center;">           _____            Date         </div> </div>
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Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 1/1/2021

**LA VEGA INDEPENDENT SCHOOL DISTRICT PROPOSER/VENDOR CERTIFICATIONS FORMS**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL  
ENTITY CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II  
TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by the district for any contract resulting from this procurement process.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended by the District, District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(B) Termination for cause and convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

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

Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319,12935,3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal funds are expended by the District on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by the District, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Representative of vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**(F). Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement.” The recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency**

Pursuant to Federal Rule (F) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(G). Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by the District the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(H). Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that Implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor



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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or Cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3). The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(J). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014)**

Pursuant to Federal Rule (J) above, when federal funds are expended by the District the certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR  
CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by the District for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**STATE REQUIREMENTS FOR FEDERAL CONTRACTS**

All contracts under federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- A letter of intent with a third party may be signed prior to the issuance of a Notice of Grant Award (NOGA).
- The contract is only effective upon receipt by the District of the NOGA from the awarding agency.
- The contract period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurements in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).

The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

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**Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State and Zipcode: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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**H. SPECIFIC CONDITIONS**

**1. SCOPE:**

This project includes delivery and installation of Food Service Equipment at La Vega Elementary 3100 Wheeler St, Waco, TX, 76705.

**2. QUALITY CONTROL:**

- a. All materials will be securely fastened in place in a neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class of work upon which employed. All work shall be done in accordance with these specifications and shall meet the approval in the field of LVISD's representative. Contractor's representative and/or job supervisor shall have a complete copy of specifications on the job site at all times.
- b. Contractor shall plan and conduct the operations of the work so that each section started on one day is thoroughly protected before the close of work for that day.
- c. Unless otherwise indicated, the materials to be used in this specification are those specified and denote the type, quality, performance, etc. required. All proposals shall be based upon the use of the specified material.

**3. EXAMINATION OF PREMISES:**

Before submitting proposals for this work, each contractor shall be held responsible to have examined the premises and satisfied himself as to the existing conditions under which he will be obliged to work. **This will also include contractor verifying all field measurements.**

**4. USE OF PREMISES:**

- a. The contractor shall:
  - 1.) Coordinate work in such a manner as to not interfere with the normal operation of the building.
  - 2.) Assume full responsibility for protection and safekeeping of products stored on premises.
  - 3.) Agree to hold LVISD harmless in any and all liability of every nature and description that may be suffered through bodily injuries, including death of any persons by reason of negligence of the contractor, agents, employees, or subcontractors.

**5. ON-SITE SUPERVISION:**

The contractor is responsible for the management and control of the work. He shall give his personal superintendence of the work or have a competent resident manager or superintendent satisfactory to the LVISD's representative on the job site at all times while work is in progress, with full authority to act for the contractor as his agent.

**6. BEGINNING TIME OF PROJECT:**

Contractor(s) receiving award of proposal will begin work after receiving written authorization from LVISD to complete the project with the projected completion date of not later than July 31, 2024 (subject to change pending TDA authorization).

**7. BOARD APPROVAL OF PROJECT:**

Project will be scheduled for Board approval on December 19, 2023, pending TDA authorization.

**8. ADJUST AND CLEAN:**

- a. Upon completion of installation and tests, remove all protective coverings and clean and service all equipment.
- b. Make and check final adjustments required for proper operation of the equipment.
- c. Clean up all debris by the work of this section, keeping the premises clean and neat at all times.

**9. QUALIFIED FABRICATORS:**

All fabricated items described in the Proposal Response, other than by the catalog numbers shall be manufactured by an N.S.F. approved Foodservice Equipment Fabricator who has the plant, personnel and engineering facilities to properly design, detail and produce high quality foodservice equipment. All fabrication shall have N.S.F. labels and be by one (1) manufacturer and be of uniform design and finish.

**10. AWARD OF PROJECT:**

Project may be awarded to more than one (1) vendor or to one (1) single vendor as a lump sum total of the proposal.

**11. EVALUATION CRITERIA AND POINTS ASSIGNED TO THIS PROJECT:**

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Purchase Price	60
Quality of the vendor's goods or services	10
Reputation of the vendor and the vendor's goods or services	10
Extent to which goods or services meet LVISD's needs	10
Completion of all forms and proposal response	<u>10</u>
	100

**12. CONTACT:** For questions regarding this document or a walkthrough of the campus, please contact:

Dave Thiel  
La Vega I.S.D. Director of Child Nutrition  
Dave.thiel@lavegaisd.org  
254-299-6810

All questions must be received in writing prior to December 1, 2023.

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**I. PROPOSAL RESPONSE**

ITEM #	DESCRIPTION PER SPECIFICATIONS	QTY.	COST	TOTAL
1	<u>Hot Food Well</u> Provide Mod-U-Serve model# MCT-HF5 Hot Food counters	2		
	304 Stainless steel construction throughout counter  Full Height, Elite series breath shield over shelf with LED lights and heat lamps above wells  34" AFF stainless Steel constructed top  32" AFF Corian trayslide LED lighting under trayslide  Comprised of QTY 5 independent controlled hot food wells  8" fold down stainless-steel rear work shelf  1" recess on hot wells to accommodate 18"x26" sheet pans  2" raised lift out tile front Panels  Stainless steel kick plates  Stainless steel cut out at trayslide for 12"x 20" food pan  Inset electrical outlet on counter body to accommodate existing Milk Box			
2	<u>Heated Flat Top</u> Mod-U-Serve model# MCT-FT Flat top counters	2		
	304 Stainless steel construction throughout counter  Half Height, Elite series breath shield over shelf with LED lights and heat lamps above flat top  34" AFF stainless Steel constructed top  32" AFF Corian trayslide LED lighting under trayslide  1" recess on hot wells to accommodate 18"x26" sheet pans  2" raised lift out tile front Panels			
3	<u>Hot/Cold Sheet Pan Unit</u> Mod-U-Serve model# MCT-H/CFSP2-MOD Counter	2		
	304 Stainless steel construction throughout counter  34" AFF stainless Steel constructed top  32" AFF Corian Trayslides LED lighting under trayslide  2" raised lift out tile front panels  Stainless steel kick plates			

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	<p>Half height Fully adjustable, Elite series breath shield with over shelf with LED lights</p> <p>Unit capable of being mechanically cooled and/or heated</p> <p>Unit to accommodate QTY2 18"x26" sheet pans with ½" recess</p>			
4	<p>COLD FOOD WELL Mod-U-Serve model# MCT-CF4</p>	1		
	<p>304 Stainless steel construction throughout counter</p> <p>Dual sided fully adjustable, Elite series breath shield with LED lights</p> <p>34" AFF stainless Steel constructed top</p> <p>32" AFF Dual Sided Corian trayslide LED lighting under trayslide</p> <p>Mechanically cooled unit to accommodate Qty 4 12"x20" food pans</p> <p>Dual sided 2" raised lift out tile Front Panels</p> <p>Corian inserts to match tray slide</p> <p>Dual sided Stainless steel kick plates</p> <p>Stainless steel divider bars provided for mixed use applications</p>			
5	<p>CASHIER COUNTER: Mod-U-Serve model #MCT-CRSG counter, including:</p>	1		
	<p>34" AFF stainless Steel constructed top</p> <p>32" AFF Dual Sided Corian trayslide LED lighting under trayslide</p> <p>Dual sided 2" raised lift out tile Front Panels</p> <p>Dual sided Stainless steel kick plates</p> <p>One (1) all 18-gauge, type 304 series stainless steel cash drawers with extension slides and cylinder lock. 3" deep stainless-steel liner with Removable cash till for register</p> <p>One (1) Grommeted hole for POS cables.</p> <p>Provide DR 5-15R convenience outlet</p> <p>Cat -5 Data outlet</p> <p>Tiled locking door</p>			
6	<p>INSTALLATION or equal :</p>			
	<p>Mod-U-Serve to provide installation and coordination services. Factory Installation and coordination services to include delivery, setting in place &amp; onsite assembly, leveling, and start up. All final drain line runs to be</p>			

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	provided by the counter manufacturer. Final electrical connections by La Vega ISD. This installation includes all necessary site visits prior to and during fabrication including site visits for field measurements. Removal and disposal or relocation of existing serving line to be provided by Mod-U-Serve. Alternate vendors must coordinate a site visit and provide full elevation, mechanical and electrical drawings to La Vega ISD for review prior to bid date. Manufacturers must submit written approval from La Vega ISD prior to bid.			
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**TOTAL LUMP SUM    \$ \_\_\_\_\_**

Please enter a unit cost and extension total for each item.