CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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. <i>See</i> Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Trimark	
 Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.) Name of local government officer about whom the information is being disclosed. 	ss day after the date on which
N/A	
Name of Officer	
Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes X No B. Is the vendor receiving or likely to receive taxable income, other than investmer of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes X No	likely to receive taxable income, at income, from or at the direction income is not received from the
Describe each employment or business relationship that the vendor named in Section 1 r other business entity with respect to which the local government officer serves as an ownership interest of one percent or more. N/A	
Check this box if the vendor has given the local government officer or a family membe as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176	
7 1/13/2 Signature of vendor doing business with the governmental entity	25 Date
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 11/30/2015

XISD		A DESCRIPTION OF THE OWNER OWNER OF THE OWNER OWNER OF THE OWNER OWNE	512 Peach Street Crowley, TX 76036-0688 817-297-5800 www.crowleyisdtx.org
VENDOR CONTACT	INFORMATION (CO	RPORATE/HEADQUAR	TERS INFO HERE)
Primary Contact/Title: Summ	ner Smith/Contract Sales	s Executive	
Company name: Trimark			
Phone: 800-777-5070	Fax: 214-631-6813	E-mail: south ins	stitorderssh@trimarkusa.com
Registered company address:	2801 South Valley Pkwy Ste		
City: Lewisville	, , ,	State: Texas	ZIP Code: 75067
Website: www.trimarkusa.com			
M/WBE: N/A			
HUB: N/A			
DUN: 117447118			
EIN or SS#: 62-1808341			
	RDER ADDRESS (PUI	CHASE ORDERS ARE	SENT HERE)
Contact Person: south_institor			
Address: 2801 South Valley Pkv		(ingl. on daty)	
City: Lewisville	vy. Guile 200	State: TX	ZIP Code: 75067
Phone: 800-7775070	Fax: 214-631-6813		derssh@trimarkusa.com
Division/Bid#: RFP-050-2024			ucrossi @umantusa.com
		ECK WILL BE SENT HI	ERE)
Location Name/Type: TriMark	IT ADDRESS (THE CH	LON WILL DE DENT IN	ERE)
Address: po Box 654020		State: TX	ZIP Code: 75265-4020
City: Dallas	EDVI OLI ODI ODIO		
Phone: 800-777-5070	Fax: 214-631-6813	E-mail: sescremittanc	es@tnmarkusa.com
Division/Bid#: RFP-050-2024	1-2025		
Location Name/Type:			
Address:		Chall	
City:	-	State:	ZIP Code:
Phone:	Fax:	E-mail:	
Division/Bid#:			
HOW WOULD YOU LIKE		URCHASE ORDERS? E	EMAIL, FAX OR US MAIL
US Mail	Fax	🖌 E-Ma	ail
PLEASE LIST ANY CURR	ENT AWARDED BIDS	YOU HAVE WITH CIS	D OR CURRENT CO-OPS
Bid#:	Contact:	Phone	
Bid#:	Contact:	Phone	:
Bid#:	Contact:	Phone	
		OMPANY OFFICIAL	A
Print Name: Mike Nelson		Signature:	tike
Print Title: President Sout		Date: 1/13/25 RS@CROWLEY.K12.TX.I	16

Quote 01/13/2025



Project: Crowley ISD - RFP # 050-2024-2025 UPDATED 1.13.2025 SKS Addendum 1 From: TriMark Summer Smith 2801 S. Valley Parkway 2801 South Valley Parkway Suite 200 Lewisville , TX 75067 459-240-7295 469-240-7200 7270 (Contact) 774-378-0995 (Cell) summer.smith@trimarkusa.com

Thank you for allowing TriMark the opportunity to provide pricing. Please be aware in this very unstable market; manufacturers are experiencing delays, pricing increases and additional freight surcharges and storage fees. <u>As such, quotes will remain in effect for 30 days</u>. TriMark reserves the right to make any corrections or adjustments due to cost increases, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control at any time prior to delivery. We apologize for the inconvenience.

For all custom fabricated equipment, exhaust hoods, walk-in coolers/freezers, and all items requiring owner selections of colors or laminate finishes, these prices are current estimates. We will re-quote those items based on the manufacturers' prices in effect at the time when field measurements can be taken and/or color/laminate selections are made by the owner. This policy also applies to all items of standard manufacture that cannot be shipped immediately upon fabrication to an owner's or general contractor's facility.



Item	Qty	Description	Sell	Sell Total
<u>2</u>	3 ea	LAUNDRY WASHER NO BID Model No. TC5003WN SPEED QUEEN WASHER		<no bid=""></no>
<u>3</u>	3 ea	LAUNDRY DRYER NO BID Model No. DC5003WE SPEED QUEEN DRYER		<no bid=""></no>
<u>4</u>		MILK COOLER / STATION Mod-U-Serve Model No. MCT-SM1 Single Drop Front Milk Cooler, 34"W, single access, (8) case capacity, mobile modular, enclosed base, hasp locking device, corner bumpers, digital temperature display, valve drain, stainless steel exterior, interior liner & doors, 5" casters (2 locking), 1/3hp, UL, NSF 1 yr. parts and labor warranty std. M/F: (2) Deer Creek ES, (2) Meadow Creek ES, (2) Sycamore ES	\$4,907.84	\$29,447.04
		Freight:	\$103.50 TOTAL:	\$621.00 \$30,068.04
<u>5</u>	3 ea 3 ea	HEATED HOLDING PROOFING CABINET, MOBILE Metro Model No. C539-CLDC-4 C5 [™] 3 Series Heated Holding & Proofing Cabinet, lower wattage, with Red Insulation Armour [™] , mobile, full height, insulated, Dutch clear polycarbonate doors, removable bottom mount control module, thermostat to 200°F, fixed wire slides on 3" centers (18) 18" x 26" or (34) 12" x 20" x 2 1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1 ph, 1440 watts, 12 amps, NEMA 5 15P, cULus, NSF	\$3,788.92	\$11,366.76
	5 88		TOTAL:	\$11,366.76

Item	Qty	Description		Sell	Sell Total
<u>6</u>	6 ea	PASS-THRU HEATED CABINET		\$12,793.75	\$76,762.50
		Utility Refrigerator Model No. PT-HC-30-SS-2S-2S-D Hot Food Cabinet, pass-thru, 24.0 cu. ft., one-section, (4) chron plated wire shelves per section, dial thermometer, Unigrip TM ha fiberglass insulation, manual reset high limit switch, digital temperature control, phenolic breakers, standard depth, half-hei solid stainless steel doors, welded corners, stainless steel extern interior	ndle, ight		
	6 ea	Five year parts, one year labor warranty, lifetime telephone tec support, standard	h		
	6 ea	115v/60/1-ph, cord & NEMA 5-15P, standard **TO BE HARDWIRED - NO CORD & PLUG**			
	6 ea	Front: (kitchen control side) door hinged on right, standard			
	6 ea	Rear: (serving side) door hinged on right, standard			
	24 ea	Rehinging feature (Priced Per Door)		\$330.05	\$7,921.20
	6 ea	Interior high intensity LED lighting		\$931.13	\$5,586.78
	60 ea	CHROME SHELF Additional chrome wire shelf, each		\$131.10	\$7,866.00
	6 ea	Full height, 12" high top mount, standard			
	6 ea	6" adjustable heavy duty legs, standard			
			Freight:	\$367.09 FOTAL:	\$2,202.54 \$100,339.02

Item	Qty	Description	Sell	Sell Total
<u>7</u>	6 ea	PASS-THRU REFRIGERATOR	\$11,948.50	\$71,691.00
		Utility Refrigerator Model No. PT-R-30-SS-2S-2S-D Refrigerator, pass-thru, 24.0 cu. ft., one-section, expansion valve, high/low side service valves, sight glass, low pressure burnout protection, (4) chrome plated wire shelves per section, digital temperature control, interior LED lighting, Unigrip TM handle, standard depth, half-height solid stainless steel doors, welded corners, stainless steel exterior & interior, top mounted self-contained, 1/4 hp	. ,	
	6 ea	Five year parts, one year labor warranty, lifetime telephone tech support, standard		
	6 ea	Five year compressor warranty		
	6 ea	115v/60/1-ph, cord with NEMA 5-15P, standard		
	24 ea	Rehinging feature (Priced Per Door)	\$330.05	\$7,921.20
	6 ea	Front: (kitchen control side) door hinged on right, standard		
	6 ea	Rear: (serving side) door hinged on right, standard		
	6 ea	Top-mounted evaporator coil, for standard depth units only		
	6 ea	6" adjustable heavy duty legs, standard		
		Freight: ITEM	\$461.48 TOTAL:	\$2,768.88 \$82,381.08
<u>8</u>	4 ea	COMBI OVEN, GAS	\$18,527.02	\$74,108.08
	4 69	Alto-Shaam Model No. 7-20G PRO (10090273) Prodigi TM Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent TM steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR® NOTE: Subject to Manufacturer's Terms & Conditions. See		
	4 ea	Documents Section		
		One year parts and labor warranty, standard		
	4 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original		

Item	Qty	Description	Sell	Sell Total
		equipment manufacturers warranty		
	1 ea	Alto-Shaam Prodigi Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,155.00	<optional></optional>
	3 ea	Alto-Shaam Prodigi Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)	\$924.00	<optional></optional>
	4 ea	 Installation Program includes: 1. Travel within 60 miles (120 miles round-trip) of installer 2. Pre-installation site survey 3. Professionally reviewed and managed installation process 4. Assembly of purchased equipment 5. Assembly of any accessories 6. Placement and leveling of unit 7. Connection to existing utilities within three feet of unit 8. Mechanical to ensure proper function (Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer) 		
		 Installation Program does not include: 1. Delivery to end user location 2. Unit must be within five feet of and have a clear and unobstructed path to final destination 3. Special licensing or permits 4. Overtime travel or labor 5. Removal of packing material 6. Removal and scrapping of old unit 7. Installation kit 		
	4 ea			
		Natural gas		
		TURBO without Smoker, standard		
		120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug		
		Wifi, standard		
		Stacked		
		Removable "T" style temperature probe, standard		
	i cu	MF Deer Creek		
	4 ea	7-20G PRO (10090273) Prodigi [™] Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent [™] steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks	\$18,527.02	\$74,108.08
•) - RFP # 0	50-2024-2025		Initial:

Item	Qty	Description	Sell	Sell Total
		with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR®		
	4 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
	4 ea	One year parts and labor warranty, standard		
	4 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty		
	1 ea	Alto-Shaam Prodigi Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,155.00	<optional></optional>
	3 ea	Alto-Shaam Prodigi Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)	\$924.00	<optional></optional>
	4 6 4	 Installation Program includes: 1. Travel within 60 miles (120 miles round-trip) of installer 2. Pre-installation site survey 3. Professionally reviewed and managed installation process 4. Assembly of purchased equipment 5. Assembly of any accessories 6. Placement and leveling of unit 7. Connection to existing utilities within three feet of unit 8. Mechanical to ensure proper function (Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer) Installation Program does not include: 1. Delivery to end user location 2. Unit must be within five feet of and have a clear and unobstructed path to final destination 3. Special licensing or permits 4. Overtime travel or labor 5. Removal of packing material 6. Removal and scrapping of old unit 7. Installation kit 		
	4 69	Specify gas type		
Crowley ISE		50-2024-2025		Initial:

Item	Qty	Description	Sell	Sell Total
	4 ea	Natural gas		
	4 ea	TURBO without Smoker, standard		
	4 ea	120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug		
	4 ea	Wifi, standard		
	4 ea	Stacked		
	4 ea	Removable "T" style temperature probe, standard		
		MF MEADOW CREEK		
	4 ea	7-20G PRO (10090273) Prodigi [™] Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent [™] steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart [®] , cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR [®]	\$18,527.02	\$74,108.08
	4 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See		
		Documents Section		
	4 ea	One year parts and labor warranty, standard		
	4 ea	It is the sole responsibility of the owner/operator/purchaser of this		
		equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty		
	1 ea	Alto-Shaam Prodigi Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,155.00	<optional></optional>
	3 ea	Alto-Shaam Prodigi Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)	\$924.00	<optional></optional>
	4 ea	Installation Program includes: 1. Travel within 60 miles (120 miles round-trip) of installer		
		2. Pre-installation site survey		
		3. Professionally reviewed and managed installation process		
		4. Assembly of purchased equipment		
		 Assembly of any accessories Placement and leveling of unit 		
		7. Connection to existing utilities within three feet of unit		
V ICI) DFD#A	50-2024-2025		Initial:
cy 151) - KI'F # U	JU-2U27-2U2J		

UPDATED 1.13.2025 SKS

Item	Qty	Description	Sell	Sell Total
		8. Mechanical to ensure proper function		
		(Note: Installation of units outside of the 60 mile radius will require		
		additional travel charges payable by the customer)		
		Installation Program does not include:		
		1. Delivery to end user location		
		2. Unit must be within five feet of and have a clear and unobstructed		
		path to final destination		
		3. Special licensing or permits		
		4. Overtime travel or labor		
		5. Removal of packing material		
		6. Removal and scrapping of old unit		
		7. Installation kit		
		Specify gas type		
		Natural gas		
	4 ea	TURBO without Smoker, standard		
	4 ea	120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug		
	4 ea	Wifi, standard		
	4 ea	Stacked		
	4 ea	Removable "T" style temperature probe, standard		
		MF SYCAMORE		
		ΙΤΕΜ ΤΟ	TAL:	\$222,324.24
<u>9</u>	6 ea	STACKING HARDWARE S	51,377.55	\$8,265.30
		Alto-Shaam Model No. 5016707 (10001074)		
		Stacking Hardware, 7-20E or 7-20G over 7-20G		
_		ΙΤΕΜ ΤΟ	TAL:	\$8,265.30
<u>10</u>	12 kt	INSTALLATION KIT	\$987.00	\$11,844.00
		Alto-Shaam Model No. 5026980 (10040234) Packed 1 kt		
		Installation Kit, for gas combi ovens, Copper, rated up to 20.0 amps,		
		per oven ((NET) NO FURTHER DISCOUNTS APPLY) (Note:		
		Required to meet NYC requirements)		
		ΙΤΕΜ ΤΟ	TAL:	\$11,844.00

Item	Qty	Description	Sell	Sell Total
<u>11</u>	12 kt	BLUE HOSE GAS CONNECTOR KIT	\$202.01	\$2,424.12
		Dormont Manufacturing Model No. 1675KIT48 (10022024DV1) Packed 1 kt Dormont Blue Hose [™] Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty		
			TOTAL:	\$2,424.12
12 • • • •	3 ea	HD RANGE, 18", 2 OPEN BURNERS Vulcan Model No. V2B18B (10068905) V Series Heavy Duty Range, gas, 18", (2) 35,000 BTU open burners, cast iron grates, storage base with cabinet doors, stainless steel front, front top ledge, sides, base, burner box & stub back, 6" adjustable legs, 70,000 BTU, CSA, NSF	\$5,177.78	\$15,533.34
		1 year limited parts & labor warranty, standard		
		Natural gas (specify elevation if over 2,000 ft.)		
		PRREGN-3/4 (10025731) 3/4" NPT pressure regulator with reducer (Natural gas)	\$185.37	\$556.11
		1-1/4" rear gas connection, standard		
	3 ea	Rear gas connection: cap & cover, both ends	TOTAL:	\$16 AQA 45
<u>13</u>	1 49	CAN STORAGE RACK	IUIAL:	\$16,089.45 <no bid=""></no>
<u>15</u>	i ca	NO BID Model No. CANRK162M Regency CANRK162M Full-Size Mobile Aluminum Can Rack for #10 and #5 Cans		
<u>14</u>	6 ea	CART, BUSSING UTILITY TRANSPORT, METAL		<no bid=""></no>
		NO BID Model No. LG-2436-BRK Little Giant LG-2436-BRK Welded Steel Service Cart with Flush Top Shelf and Wheel Brakes, 2 Shelves, Gray, 1200 lbs Load Capacity, 35" Height x 24" Width x 36" Length		
<u>15</u>	3 ea	DUNNAGE RACK, VENTED		<no bid=""></no>
		NO BID Model No. 600DP482212P Regency 48" x 22" x 12" Black Plastic Heavy-Duty Dunnage Rack with Slotted Top - 2000 lb. Capacity		



Item	Qty	Description	Sell	Sell Total
<u>16</u>	6 ea	DRYING STORAGE RACK Cambro Model No. CPMU244875PDPKG (10095877) Camshelving® Premium Mobile Angled Drying Rack Cart, 24"W x 48"L x 75-1/4"H, includes: (4) boxes of drying cradles for (4) levels, (8) mobile traverses, (2) pre-assembled post kits, (4) premium swive casters with total locking brake, max. weight bearing 900 lbs., speckled gray, NSF listed components	\$999.00	\$5,994.00
		Freigh	t: \$95.83 I TOTAL:	\$574.98 \$6,568.98
<u>17</u>	3 ea	BUN / SHEET PAN NO BID Model No. 600PR20316K 20 Pan End Load Stainless Steel Bun / Sheet Pan Rack - Unassembled		<no bid=""></no>
18	6 ea	TRAY RACK DISPENSER Caddy Model No. CM-1814-C Caddy Magic Tray Dispenser, cantilever style, unheated, single stack for 14" x 18" trays (end load), capacity up to (75) trays, self-leveling platform, 4" swivel casters, NSF	\$1,676.16	\$10,056.96
•		Freigh ITEN	t: \$178.44 I TOTAL:	\$1,070.64 \$11,127.60

Item	Qty	Description	Sell	Sell Total
<u>19</u>	4 ea	PLASTIC SHELVING UNIT Metro Model No. 5X537G4 (10048825) MetroMax® 4 Starter Shelving Unit, 36"W x 24"D x 74"H, rust proof, 800 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all- polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$553.26	\$2,213.04
	4 ea	5X537G4 (10048825) MetroMax® 4 Starter Shelving Unit, 36"W x 24"D x 74"H, rust proof, 800 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$553.26	\$2,213.04
	4 ea		\$553.26	\$2,213.04
		ITEM T	OTAL:	\$6,639.12
<u>20</u>	12 ea	PLASTIC SHELVING UNIT	\$734.38	\$8,812.56
		Metro Model No. 5X567G4 (10024610) MetroMax® 4 Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 600 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all- polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF		
	12 ea	5X567G4 (10024610) MetroMax® 4 Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 600 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$734.38	\$8,812.56
	12 ea		\$734.38	\$8,812.56
		ITEM T	OTAL:	\$26,437.68

Item	Qty	Description	Sell	Sell Total
21	6 ea	PLASTIC SHELVING UNIT Metro Model No. 5X567GX3 (10034135) MetroMax® i Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 750 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid polymer shelves with reinforced type 304 stainless steel corners and removable polymer shelf mats, bag of (4) wedge connectors included with each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF		\$6,255.78
	6 ea	5X567GX3 (10034135) MetroMax® i Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 750 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid polymer shelves with reinforced type 304 stainless steel corners and removable polymer shelf mats, bag of (4) wedge connectors included with each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$1,042.63	\$6,255.78
	6 ea	5X567GX3 (10034135) MetroMax® i Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 750 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid polymer shelves with reinforced type 304 stainless steel corners and removable polymer shelf mats, bag of (4) wedge connectors included with each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$1,042.63	\$6,255.78
			TOTAL:	\$18,767.34
Z	1 ea	DELIVERY ONLY TRIMARK INSTALLATION PARTS & SERVICE Model No. DELIVERY ONLY This is a limited service and includes in the crate delivery only. This may be by ISI or by a contracted freight carrier. The delivery includes a lift gate truck but does not included moving the equipment inside the building.		<included></included>
		Subtota Total	1	\$554,642.73 \$554,642.73

Prices Good Until: 03/21/2025



IMPORTANT TO FOLLOW WHEN RECEIVING YOUR EQUIPMENT:Inspect the delivery thoroughly upon arrival. If damaged you have the option to refuse or accept the unit. Only accept the equipment if you intend on keeping it. **ALWAYS** note the damage on the freight bill. If you accept the damaged equipment, you are responsible for filing any freight claims. We will be happy to assist with instructions on how to file a claim upon your request. **Please note**: You only have **24 hours** to determine if there is any concealed damage in order to file a freight claim against the carrier. We recommend you inspect the unit externally and internally while the freight carrier is still on site, prior to accepting.



This Quote shall be subject to TriMark's Terms of Sale https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Any tax or similar fees shown in this Quote are an estimate only.

Florida Refrigeration License # CAC1821900

Lewisville Austin Beaumont Houston TACLB52729R TACLA35912C TACLA108388C TACLB16860C

Regulated by the Texas Department of Licensing and Regulation, P.O. BOX 12157, Austin, Texas, 1-800-803-9202. www.tdlr.texas.gov

I understand, agree to and accept the above terms and conditions.

Acceptance: _____ Date: _____

Printed Name:

Project Grand Total: \$554,642.73

Specifications 01/13/2025



Project Crowley ISD - RFP # 050-2024-2025 UPDATED 1.13.2025 SKS Addendum 1 From TriMark Summer Smith 2801 S. Valley Parkway 2801 South Valley Parkway Suite 200 Lewisville , TX 75067 459-240-7295 469-240-7200 7270 (Contact) 774-378-0995 (Cell) summer.smith@trimarkusa.com

Thank you for allowing TriMark the opportunity to provide pricing. Please be aware in this very unstable market; manufacturers are experiencing delays, pricing increases and additional freight surcharges and storage fees. <u>As such, quotes will</u> <u>remain in effect for 30 days</u>. TriMark reserves the right to make any corrections or adjustments due to cost increases, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control at any time prior to delivery. We apologize for the inconvenience.

For all custom fabricated equipment, exhaust hoods, walk-in coolers/freezers, and all items requiring owner selections of colors or laminate finishes, these prices are current estimates. We will re-quote those items based on the manufacturers' prices in effect at the time when field measurements can be taken and/or color/laminate selections are made by the owner. This policy also applies to all items of standard manufacture that cannot be shipped immediately upon fabrication to an owner's or general contractor's facility.

ITEM 2 - LAUNDRY WASHER (3 REQ'D) NO BID Model TC5003WN SPEED QUEEN WASHER

ITEM 3 - LAUNDRY DRYER (3 REQ'D) NO BID Model DC5003WE SPEED QUEEN DRYER

Crowley ISD - RFP # 050-2024-2025

ITEM 4 - MILK COOLER / STATION (6 REQ'D)

Mod-U-Serve Model MCT-SM1 Dimensions: 42(h) x 34(w) x 30.5(d)

Single Drop Front Milk Cooler, 34"W, single access, (8) case capacity, mobile modular, enclosed base, hasp locking device, corner bumpers, digital temperature display, valve drain, stainless steel exterior, interior liner & doors, 5" casters (2 locking), 1/3hp, UL, NSF

M/F: (2) Deer Creek ES, (2) Meadow Creek ES, (2) Sycamore ES

ELECTRICAL

	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	120	60	1	Cord & Plug		5-15P	8		1/3		

ITEM 5 - HEATED HOLDING PROOFING CABINET, MOBILE (3 REQ'D) Metro Model C539-CLDC-4 Dimensions: 71(h) x 27.63(w) x 31.5(d)

C5TM 3 Series Heated Holding & Proofing Cabinet, lower wattage, with Red Insulation ArmourTM, mobile, full height, insulated, Dutch clear polycarbonate doors, removable bottom mount control module, thermostat to 200°F, fixed wire slides on 3" centers (18) 18" x 26" or (34) 12" x 20" x 2 1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1 ph, 1440 watts, 12 amps, NEMA 5 15P, cULus, NSF

ELECTRICAL

_	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	МОСР
1	120	60	1	Cord & Plug		5-15P	12.0	1.44			

ITEM 6 - PASS-THRU HEATED CABINET (6 REQ'D)

Utility Refrigerator Model PT-HC-30-SS-2S-2S-D Dimensions: 77(h) x 30(w) x 34.5(d)

Hot Food Cabinet, pass-thru, 24.0 cu. ft., one-section, (4) chrome plated wire shelves per section, dial thermometer, Unigrip[™] handle, fiberglass insulation, manual reset high limit switch, digital temperature control, phenolic breakers, standard depth, half-height solid stainless steel doors, welded corners, stainless steel exterior & interior

6 ea 115v/60/1-ph, cord & NEMA 5-15P, standard **TO BE HARDWIRED - NO CORD & PLUG**

- 6 ea Front: (kitchen control side) door hinged on right, standard
- 6 ea Rear: (serving side) door hinged on right, standard
- 24 ea Rehinging feature (Priced Per Door)
- 6 ea Interior high intensity LED lighting
- 60 ea Model CHROME SHELF Additional chrome wire shelf, each
- 6 ea Full height, 12" high top mount, standard
- 6 ea 6" adjustable heavy duty legs, standard

ELECTRICAL

_	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	МОСР
1	115	60	1	Cord & Plug		5-15P					

ITEM 7 - PASS-THRU REFRIGERATOR (6 REQ'D)

Utility Refrigerator Model PT-R-30-SS-2S-2S-D Dimensions: 84(h) x 30(w) x 34.5(d)

Refrigerator, pass-thru, 24.0 cu. ft., one-section, expansion valve, high/low side service valves, sight glass, low pressure burnout protection, (4) chrome plated wire shelves per section, digital temperature control, interior LED lighting, UnigripTM handle, standard depth, half-height solid stainless steel doors, welded corners, stainless steel exterior & interior, top mounted self-contained, 1/4 hp

6 ea 115v/60/1-ph, cord with NEMA 5-15P, standard









Crowley ISD - RFP # 050-2024-2025

- 24 ea Rehinging feature (Priced Per Door)
- 6 ea Front: (kitchen control side) door hinged on right, standard
- 6 ea Rear: (serving side) door hinged on right, standard
- 6 ea Top-mounted evaporator coil, for standard depth units only
- 6 ea 6" adjustable heavy duty legs, standard

ELECTRICAL

	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	MOCP
1	115	60	1	Cord & Plug		5-15P			1/4		

ITEM 8 - COMBI OVEN, GAS (4 REQ'D)

Alto-Shaam Model 7-20G PRO Dimensions: 37.81(h) x 43.75(w) x 46.19(d)

Prodigi[™] Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent[™] steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR®



- 4 ea NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section
- 1 ea <Optional> Alto-Shaam Prodigi Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)
- 3 ea <Optional> Alto-Shaam Prodigi Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)
- 4 ea Installation Program includes:
 - 1. Travel within 60 miles (120 miles round-trip) of installer
 - 2. Pre-installation site survey
 - 3. Professionally reviewed and managed installation process
 - 4. Assembly of purchased equipment
 - 5. Assembly of any accessories
 - 6. Placement and leveling of unit
 - 7. Connection to existing utilities within three feet of unit
 - 8. Mechanical to ensure proper function

(Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer)

Installation Program does not include:

1. Delivery to end user location

2. Unit must be within five feet of and have a clear and unobstructed path to final destination

- 3. Special licensing or permits
- 4. Overtime travel or labor
- 5. Removal of packing material

6. Removal and scrapping of old unit

7. Installation kit

- 4 ea Specify gas type
- 4 ea Natural gas
- 4 ea TURBO without Smoker, standard
- 4 ea 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug
- 4 ea Wifi, standard
- 4 ea Stacked
- 4 ea Removable "T" style temperature probe, standard
- 4 ea Model 7-20G PRO Prodigi[™] Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent[™] steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart[®], cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR[®]
- 4 ea NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section
- 1 ea <Optional> Alto-Shaam Prodigi Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)
- 3 ea <Optional> Alto-Shaam Prodigi Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)
- 4 ea Installation Program includes:
 - 1. Travel within 60 miles (120 miles round-trip) of installer
 - 2. Pre-installation site survey
 - 3. Professionally reviewed and managed installation process
 - 4. Assembly of purchased equipment
 - 5. Assembly of any accessories
 - 6. Placement and leveling of unit
 - 7. Connection to existing utilities within three feet of unit
 - 8. Mechanical to ensure proper function

(Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer)

Installation Program does not include:

1. Delivery to end user location

2. Unit must be within five feet of and have a clear and unobstructed path to final destination

- 3. Special licensing or permits
- 4. Overtime travel or labor
- 5. Removal of packing material
- 6. Removal and scrapping of old unit
- 7. Installation kit

Crowley ISD - RFP # 050-2024-2025

- 4 ea Specify gas type
- 4 ea Natural gas
- 4 ea TURBO without Smoker, standard
- 4 ea 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug
- 4 ea Wifi, standard
- 4 ea Stacked
- 4 ea Removable "T" style temperature probe, standard
- 4 ea Model 7-20G PRO Prodigi[™] Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent[™] steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart[®], cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR[®]
- 4 ea NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section
- 1 ea <Optional> Alto-Shaam Prodigi Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)
- 3 ea <Optional> Alto-Shaam Prodigi Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)
- 4 ea Installation Program includes:
 - 1. Travel within 60 miles (120 miles round-trip) of installer
 - 2. Pre-installation site survey
 - 3. Professionally reviewed and managed installation process
 - 4. Assembly of purchased equipment
 - 5. Assembly of any accessories
 - 6. Placement and leveling of unit
 - 7. Connection to existing utilities within three feet of unit
 - 8. Mechanical to ensure proper function

(Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer)

Installation Program does not include:

1. Delivery to end user location

2. Unit must be within five feet of and have a clear and unobstructed path to final destination

- 3. Special licensing or permits
- 4. Overtime travel or labor
- 5. Removal of packing material
- 6. Removal and scrapping of old unit
- 7. Installation kit
- 4 ea Specify gas type
- 4 ea Natural gas
- 4 ea TURBO without Smoker, standard

Crowley ISD - RFP # 050-2024-2025

- 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug 4 ea
- Wifi, standard 4 ea
- 4 ea Stacked
- 4 ea Removable "T" style temperature probe, standard

ELECTRICAL

STEAM

LB/HR

RETURN SIZE

_	VOLTS	CYCLE	PHASE	CONN	AFF	NEMA	AMPS	KW	HP	MCA	МОСР
1	120	60	1	Direct			6.8	0.84			
2	120	60	1	Direct			6.8	0.84			
3	120	60	1	Direct			6.8	0.84			

INLET SIZE

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	SIZE	MBTU	КW	CONN
1	3/4"	98.0	26.5	
2	3/4"	98.0	26.5	
3	3/4"	98.0	26.5	

WATER

1 2 3

	HOT SIZE	HOT AFF	HOT GPH	COLD SIZE	COLD AFF	FILTERED SIZE	FILTERED AFF	CONDENSER INLET SIZE	CONDENSER OUTLET SIZE
1				3/4"		3/4"			
2				3/4"		3/4"			
3				3/4"		3/4"			

WASTE								
INDIRECT	DIRECT							
SIZE	SIZE							
1-1/2"								
1-1/2"								

1-1/2"

PSIG (MIN)

1 2 3

ITEM 9 -STACKING HARDWARE (6 REQ'D)

Alto-Shaam Model 5016707

Stacking Hardware, 7-20E or 7-20G over 7-20G

ITEM 10 -INSTALLATION KIT (12 kt REQ'D)

Alto-Shaam Model 5026980

Installation Kit, for gas combi ovens, Copper, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY) (Note: Required to meet NYC requirements)

ITEM 11 -BLUE HOSE GAS CONNECTOR KIT (12 kt REQ'D) **Dormont Manufacturing Model 1675KIT48**

Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty



PSIG (MAX)

Crowley ISD - RFP # 050-2024-2025

ITEM 12 - HD RANGE, 18", 2 OPEN BURNERS (3 REQ'D)

Vulcan Model V2B18B Dimensions: 36(h) x 18(w) x 36.75(d)

V Series Heavy Duty Range, gas, 18", (2) 35,000 BTU open burners, cast iron grates, storage base with cabinet doors, stainless steel front, front top ledge, sides, base, burner box & stub back, 6" adjustable legs, 70,000 BTU, CSA, NSF

- 3 ea Natural gas (specify elevation if over 2,000 ft.)
- 3 ea Model PRREGN-3/4 3/4" NPT pressure regulator with reducer (Natural gas)
- 3 ea 1-1/4" rear gas connection, standard
- 3 ea Rear gas connection: cap & cover, both ends

	(GAS			STEAM						
	SIZE	MBTU	КW	CONN		INLET SIZE	RETURN SIZE	LB/HR	PSIG (MIN)	PSIG (MAX)	
1	1-1/4"	70.0			1						

ITEM 13 - CAN STORAGE RACK (1 REQ'D) NO BID Model CANRK162M

Regency CANRK162M Full-Size Mobile Aluminum Can Rack for #10 and #5 Cans

ITEM 14 - CART, BUSSING UTILITY TRANSPORT, METAL (6 REQ'D) NO BID Model LG-2436-BRK

Little Giant LG-2436-BRK Welded Steel Service Cart with Flush Top Shelf and Wheel Brakes, 2 Shelves, Gray, 1200 lbs Load Capacity, 35" Height x 24" Width x 36" Length

ITEM 15 - DUNNAGE RACK, VENTED (3 REQ'D) NO BID Model 600DP482212P

Regency 48" x 22" x 12" Black Plastic Heavy-Duty Dunnage Rack with Slotted Top - 2000 lb. Capacity

ITEM 16 - DRYING STORAGE RACK (6 REQ'D)

Cambro Model CPMU244875PDPKG Dimensions: 75.25(h) x 48(w) x 24(d)

Camshelving® Premium Mobile Angled Drying Rack Cart, 24"W x 48"L x 75-1/4"H, includes: (4) boxes of drying cradles for (4) levels, (8) mobile traverses, (2) pre-assembled post kits, (4) premium swivel casters with total locking brake, max. weight bearing 900 lbs., speckled gray, NSF listed components



NO BID Model 600PR20316K

20 Pan End Load Stainless Steel Bun / Sheet Pan Rack - Unassembled





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ITEM 18 - TRAY RACK DISPENSER (6 REQ'D)

Caddy Model CM-1814-C Dimensions: 35.5(h) x 16.5(w) x 31.75(d)

Caddy Magic Tray Dispenser, cantilever style, unheated, single stack, for 14" x 18" trays (end load), capacity up to (75) trays, self-leveling platform, 4" swivel casters, NSF

ITEM 19 - PLASTIC SHELVING UNIT (4 REQ'D)

Metro Model 5X537G4 Dimensions: 74(h) x 36(w) x 24(d)

MetroMax® 4 Starter Shelving Unit, 36"W x 24"D x 74"H, rust proof, 800 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF

- 4 ea Model 5X537G4 MetroMax[®] 4 Starter Shelving Unit, 36"W x 24"D x 74"H, rust proof, 800 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF
- 4 ea Model 5X537G4 MetroMax[®] 4 Starter Shelving Unit, 36"W x 24"D x 74"H, rust proof, 800 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF ***METRO LEAD TIME = 5-6 WEEKS ***

ITEM 20 - PLASTIC SHELVING UNIT (12 REQ'D)

Metro Model 5X567G4 Dimensions: 74(h) x 60(w) x 24(d)

MetroMax® 4 Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 600 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF

- 12 ea Model 5X567G4 MetroMax[®] 4 Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 600 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF
- 12 ea Model 5X567G4 MetroMax[®] 4 Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 600 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF

ITEM 21 - PLASTIC SHELVING UNIT (6 REQ'D)

Metro Model 5X567GX3 Dimensions: 74(h) x 60(w) x 24(d)

MetroMax® i Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 750 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid polymer shelves with reinforced type 304 stainless steel corners and removable polymer shelf mats, bag of (4) wedge connectors included with each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF

- 6 ea Model 5X567GX3 MetroMax[®] i Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 750 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid polymer shelves with reinforced type 304 stainless steel corners and removable polymer shelf mats, bag of (4) wedge connectors included with each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF
- 6 ea Model 5X567GX3 MetroMax[®] i Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 750 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid polymer shelves with reinforced type 304 stainless steel corners and removable polymer shelf mats, bag of (4) wedge connectors included with each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF







Crowley ISD - RFP # 050-2024-2025

ITEM Z - DELIVERY ONLY (1 REQ'D)

TRIMARK INSTALLATION PARTS & SERVICE Model DELIVERY ONLY

This is a limited service and includes in the crate delivery only. This may be by ISI or by a contracted freight carrier. The delivery includes a lift gate truck but does not included moving the equipment inside the building.

This Quote shall be subject to TriMark's Terms of

Sale <u>https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf</u>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Any tax or similar fees shown in this Quote are an estimate only.

Florida Refrigeration License # CAC1821900

AustinBeaumontHoustonLewisvilleTACLB52729RTACLA35912CTACLA108388CTACLB16860C

Regulated by the Texas Department of Licensing and Regulation, P.O. BOX 12157, Austin, Texas, 1-800-803-9202. www.tdlr.texas.gov

I understand, agree to and accept the above terms and conditions.

IMPORTANT TO FOLLOW WHEN RECEIVING YOUR EQUIPMENT: Inspect the delivery thoroughly upon arrival. If damaged you have the option to refuse or accept the unit. Only accept the equipment if you intend on keeping it. **ALWAYS** note the damage on the freight bill. If you accept the damaged equipment, you are responsible for filing any freight claims. We will be happy to assist with instructions on how to file a claim upon your request. **Please note**: You only have **24 hours** to determine if there is any concealed damage in order to file a freight claim against the carrier. We recommend you inspect the unit externally and internally while the freight carrier is still on site, prior to accepting.

Mobile Single Drop Front Milk Cooler

Standard Features

INTERIOR LINER: 18 gauge stainless steel fully welded liner with breaker strip attachment to exterior panels.

EXTERIOR: 20 gauge stainless steel.

DOORS: 20 gauge double pan insulated doors with magnetic gasket.

INSULATION: High pressure foamed in place 2" thick polyurethane.

CASTERS: Heavy duty 5" diameter plate casters with gray rubber tires. Brake models to be supplied on all casters.

 $\ensuremath{\text{DRAIN}}$: 1/2" stainless steel nipple fully welded to interior liner with brass gate value at exterior.

CONDENSING UNIT: R-404A high temperature hermetically sealed with expansion valve and pressure switch operation.

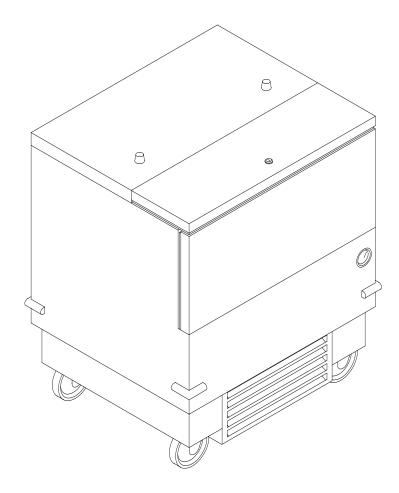
CONDENSING UNIT HOUSING: Front and rear removable louver panels for flow through air design.

LOCKING MECHANISM: Hasp locking mechanism provided for complete cabinet security.

CORNER BUMPERS: Rubber bumpers provided on each corner.

 $\textbf{THERMOMETER:} \ 2 \ 1/2" \ dial \ thermometer.$

STAINLESS STEEL SPECIFICATION: All stainless steel to be type 304 with number 4 finish except door contact cap which will be magnetic type 430 stainless steel.



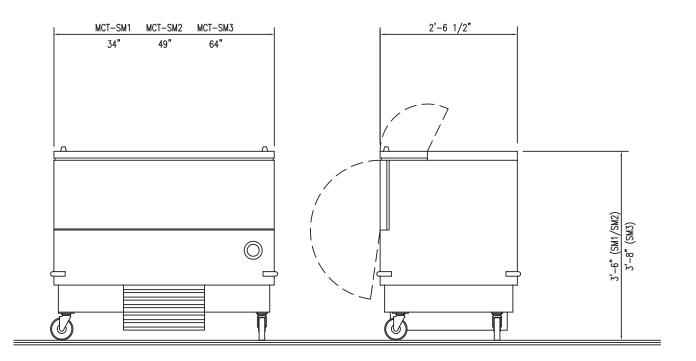


MODEL	CASE Length	CAPACITY	HP	VOLTS	PHASE	NEMA Amps	APPROX. Cord/Cap	SHIP WEIGHT
MCT-SM1	34"	8	1/4	120	1	8.0	NEMA 5-15P	390 lbs
MCT-SM2	49"	12	1/4	120	1	8.0	NEMA 5-15P	460 lbs
MCT-SM3	64"	16	1/3	120	1	6.0	NEMA 5-15P	530 lbs



2320 Peyton Houston, Texas 77032 Phone 281-442-8001 Toll Free: 888-955-5463 Fax: 281-442-3351 www.mod-u-serve.com

Mobile Single Drop Front Milk Cooler



Optional Features

LEGS: 6" adjustable stainless steel legs in lieu of casters.

ADDITIONAL WARRANTY: Additional 12 month limited warranty on parts and labor.

CURTAINS: Milk cooler door curtains.

For options / accessories / modifications not shown, please contact the factory.



Mod-U-Serve reserves the right to modify specifications or discontinue models without notice or incurring obligation.



2320 Peyton Houston, Texas 77032 Phone 281-442-8001 Toll Free: 888-955-5463 Fax: 281-442-3351 www.mod-u-serve.com MUS.1 11/05

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Metro[®] C5 3 Series Insulation Armour[™] Heated Holding and Proofing Cabinets

Metro C5 3 Series Insulation Armour[™] Heated Holding and Proofing Cabinets offer Cool-to-touch design and provides energy efficiency at a lower initial investment.

- Insulation Armour[™]: Patented insulation technology retains heat, saves energy, and provides a cool-to-touch exterior. Durable polymer construction is dent, impact, and stain resistant. Molded-in hand holds create vertical handles for mobile applications.
- **Colors:** Insulation Armour is available in Red, Blue, or Gray standard and in other colors on a promotional basis or upon request.
- **Control:** Three modules are available: Holding, Moisture, and Combination Proof and Hold. All feature an easy-to-read digital thermometer, recessed control dials, a master on/off switch, and power indicator lights. All are removable without tools for easy cleaning, and allow for future upgrades without replacing entire cabinet body.
- **Performance:** All modules provide fast heat-up and recovery through a thermostatically controlled, forced convection system.
- **Sizes:** C5 3 Series cabinets are available in Full Height (71", 1803mm), ³/₄ Height (59", 1499mm), ¹/₂ Height (44", 1118mm), and Under Counter (32", 813mm) sizes.
- **Doors:** Solid insulated aluminum or clear polycarbonate doors are available. Full Height cabinets can be configured with full length or dutch-style doors. Clear doors provide visibility of the contents of the cabinet without the heat loss associated with opening the door.
- Capacity: Three slide styles provide maximum holding capacity. Choose from Universal Wire, Lip Load, or Fixed Wire.
- Reliability: Reliability and durability are designed into every C5. High-quality components provide a long life of worry free use.
- **Power Options:** Choose between standard high wattage or low wattage models based on the specific needs of the application.



3 Series Removable Control Modules

- Holding Module: Hot holding at higher temperatures without moisture control.*
- Moisture Module: Hot holding and proofing. Moisture control at any temperature.
- Combination Module: Hot holding and proofing. Moisture control at lower temperatures (proofing).
- * Note: Cabinets with holding module do not include the water pan.

Metro Heated cabinets are for hot food holding applications only.

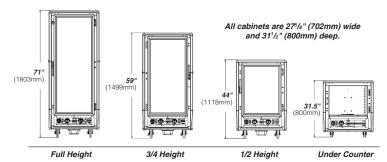
All Metro Catalog Sheets are available on our website: metro.com

LO2-270 | 10/24 Information and specifications are subject to change without notice Please confirm at time of order. Copyright © 2024 InterMetro Industries Corp. metro.com North Washington Street, Wilkes-Barre, PA 18705 Product Information. U.S. and Canada: 1.800.992.1776 Outside U.S. and Canada: metro.com/contactus

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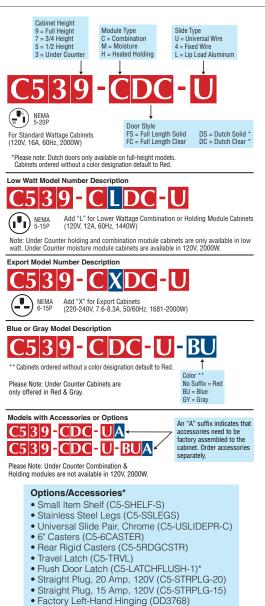
Metro[®] C5 3 Series Insulation Armour[™] Heated Holding and Proofing Cabinets



- Cabinet Material: .063" (1.8mm) aluminum, natural interior with .125" (3.2mm) aluminum chassis.
- Insulation Armour[™]: High Density Polyethylene (HDPE).
- Casters: Four casters with 5" (127mm) donut neoprene wheel, double ball bearing swivel, ball bearing axel, nickel plated, two with brake. 3" rubber casters on Under Counter models.
- Solid Doors: Fully insulated with 1" (25.4mm) fiberglass, double panel .063" (1.8mm) aluminum, brushed exterior, natural interior.
- Clear Doors: Extruded aluminum powder coated frame with .090" (2.3mm) polycarbonate window.
- Hinges: Field reversible, double hinged, 180° swing, with long-life nylon bearings.
- Gaskets: High temperature, door mounted, Santoprene gaskets.
- Latches: Polymer high-strength magnetic pull latch with lever-action release.
- Hand Holds: Molded into the Insulation Armour™ on all four corners.
- Universal Slides: ¹/₄" (6.4mm) dia. nickel-chrome electroplated wire, adjustable on ¹/₂" (38mm) increments.
- Lip Load Slides: 11/2"x1/2"x.063" (38x38x1.8mm) extruded aluminum channel slides, 11/2" (38mm) fixed spacing.
- Fixed Wire Slides: 1/4" (6.4mm) dia. nickel-chrome electroplated wire, welded on 3" (76mm) spacing. Not offered in Under Counter models.
- Drip Trough: Smooth polymer drip trough with catch pan.
- Holding Modules: Removable without tools, digital thermometer, recessed control dials, master on/off switch, "Power On" light, water pan, ball bearing blower forced air system, 7¹/₂' cord, UL, CUL, and NSF Listed.

Electrical and Performance:

- Holding Module: 80°F (27°C) to 200°F (93°C) operating temperature range. Available: 120V 2000W & 1440W, 220-240V 1681-2000W.
- Moisture Module: 80°F (27°C) to 200°F (93°C) operating temperature range.
 35% RH at 160°F (71°C), 95% RH at 95°F (35°C). Available: 120V 2000W,
 220-240V 1681-2000W.
- Combination Module: 80°F (27°C) to 200°F (93°C) operating temperature range. 95% RH at 95°F (35°C). Available:120V 2000W & 1440W, 220-240V 1681-2000W.
- Clearance Requirements: 18" (46cm) away from any cooking equipment. AVOID contact with surfaces that exceed 200°F (90°C). Minimum clearance from enclosures is 1¹/₂" (38mm) on sides and back, ¹/₂" (12.7mm) on top.



- Factory Left-Hand Hinging (DD3768)
 Stainless Steel Universal Slides (please call)

*Please note: (2) handles required for dutch door models

Pan Capacity	Universal Wire Slide			Lip Load Slide	Fixed W	ire Slide		
	Slide Pairs	Sheet Pans	Steam Pans			Sheet Pans	Sheet Pans	Steam Pans
Cabinet Size	Provided	18"x26"	12"x20"x2.5" GN 1/1 65mm	12"x20"x4" GN 1/1 100mm	12"x20"x6" GN 1/1 150mm	18"x26"	18"x26"	12"x20"x2.5" GN 1/1 65mm
Full Height	18	18	34	24	14	35	18	34
Full Height Dutch	18	17	32	22	12	34	17	32
3/4 Height	14	14	26	16	10	27	14	26
1/2 Height	9	8	16	10	6	17	8	16
Under Counter	5	5	10	6	4	10	N/A	N/A



Utility Refrig

PT-HC-30-SS-2S-2S-D

Item#: 6



Project_ Item No. Model No.

CSI No. 114000

REACH-IN HOT FOOD CABINET - ONE SECTION



HC-30-SS-2S-D

30" Wide, Stainless Steel Exterior and Interior, half height doors (shown with optional $12^{"}$ high top-mount)

MODEL GUIDE

Model Number		Description
	HC-25-SS-1S-D	25" Wide, S/S Exterior and Interior
	HC-30-SS-1S-D	30" Wide, S/S Exterior and Interior
Option	S	Model Number Modification
	Half Doors	Change "1S" to "2S"
	Pass-Thru	Add prefix "PT" to model number
	Narrow Depth	Change suffix "D" to "N"
	Glass Door	Change "S" to "G"

AGENCY APPROVALS:



STANDARD FEATURES:

Construction/Cabinet

- · Cabinet specially designed for holding hot food (not a modified refrigerator)
- · 100% hi-temp fiberglass insulation for safety, durability and longevity

Quantity

- · Heat resistant, non-conductive phenolic thermal breaker
- Exterior sides heavy gauge stainless steel
- Exterior back and bottom heavy gauge galvanized
- Stainless steel top-mount housing
- · Stainless steel front, door, rails and top-mount
- Heavy-duty 6" adjustable stainless steel legs
- Fully coved interior with welded radius corners for easy cleaning
- Stainless steel shelf clips and shelf standards
- Four adjustable chrome plated wire shelves per section •
- 5" high low-profile top-mount

Doors

- Self-closing door hinges with stay-open feature at 120°
- Standard right hinged door (other configurations available)
- Full-length, one-piece recessed Unigrip[™] door handle (solid door models)
- Heavy-duty, built-in security cylinder door lock (solid door models)

Heating System

- · Easy to set, top-mounted digital control
- Temperature setpoint memory (keeps setting when power is off)
- Main power switch
- · Humidity controlling vent in top of cabinet

Control Systems & Warranty Coverage

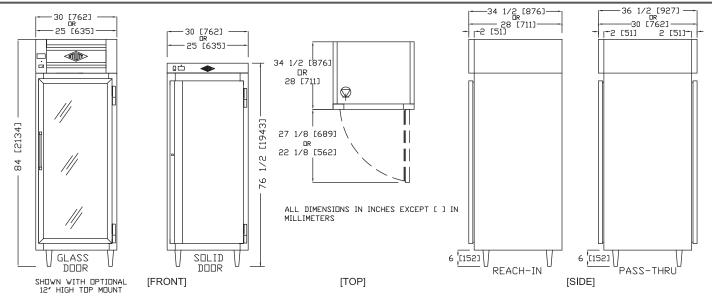
- Digital temperature control easily adjust setpoint between 165-175°F
- Master power switch
- One 9 foot electrical cord
- Warranty: 5 year parts, 1 year labor

OPTIONS & ACCESSORIES:

- □ Stainless steel back ____ top___ bottom___ (specify all that apply)
- Additional chrome wire shelves (specify quantity)
- □ Stainless steel wire shelves in lieu of chrome shelves
- Tray slides (specify quantity)
 - "L" Type ____ Universal slides ____ "R" Type ____
- □ Stainless steel curb base (specify 4" or 6" high)
- 6" front locking casters in lieu of legs (no charge)
- 4" front locking casters in lieu of legs
- □ 6" seismic legs
- Correctional facilities package
- □ 12" high top-mount



REACH-IN HOT FOOD CABINET - ONE SECTION



PRODUCT DATA	HC-25 Series Standard Depth	HC-25 Series Narrow Depth	HC-30 Series Standard Depth	HC-30 Series Narrow Depth	
	KEY DIMENSIONS				
Width (overall)	25.0"	25.0″	30.0″	30.0″	
Depth (overall)	34.5″	28.0″	34.5″	28.0″	
Depth Pass-Thru Models (overall)	36.5″	30.0″	36.5″	30.0″	
Height, with low profile top mount (overall inc. legs)	76.5"	76.5"	76.5"	76.5"	
Height, with full height top mount (overall inc. legs)	84.0"	84.0″	84.0″	84.0″	
Door Opening (net width)	18.25″	18.25″	23.25″	23.25″	
Door Opening (net height)	57.25″	57.25″	57.25″	57.25″	
Half Door Opening (net ht.)	26.75″	26.75″	26.75″	26.75″	
	CAPACITY				
Capacity (cu.ft.)	19	15	24	18	
Number of Shelves	4	4	4	4	
Shelf Area (sq. ft., including bottom)	16	12	20	15	
	ELECTRICAL				
Voltage (dedicated circuit required)	115 or 208/230	115 or 208/230	115 or 208/230	115 or 208/230	
Amperage (115V)	13.0	13.0	13.0	13.0	
Amperage (208/230V)	7.2 / 6.5	7.2 / 6.5	7.2 / 6.5	7.2 / 6.5	
NEMA Plug Configuration (115V only)*	5-15 P	5-15 P	5-15 P	5-15 P	
Wattage	1500	1500	1500	1500	
	SHIPPING				
Ship Weight (lbs.)	450	360	550	445	
Ship Volume, Standard Depth (cu.ft.)	75	66	87	76	
Crated Dimensions (87" H)	31"W x 48"D	31"W x 42"D	36"W x 48"D	36"W x 42"D	

*208/230V models hardwired

Data is for standard models: options may change specifications.

UTILITY REFRIGERATOR

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Utility Refrig

PT-R-30-SS-2S-2S-D

Item#: 7



Project_ Item No. Model No. Quantity

CSI No. 114000

REACH-IN REFRIGERATOR - ONE SECTION



25" Wide, S/S Exterior and Interior

MODEL GUIDE

Model Number		Description
	R-25-SS-1S-D	25" Wide, S/S Exterior and Interior
	R-25-SA-1S-D	25" Wide, S/S Exterior, Aluminum Interior
	R-30-SS-1S-D	30"Wide, S/S Exterior and Interior
	R-30-SA-1S-D	30"Wide, S/S Exterior, Aluminum Interior
Options	;	Model Number Modification
	Remote Refrigeration	Add suffix "X" to model number
	Half Doors	Change "1S" to "2S"
	Pass-Thru	Add prefix "PT" to model number
	Narrow Depth	Change suffix "D" to "N"
	Glass Door	Change "1S" to "1G"

AGENCY APPROVALS:



STANDARD FEATURES:

Construction/Cabinet

- Exterior front and sides heavy gauge stainless steel
- Exterior back and bottom heavy gauge galvanized
- Stainless steel compressor housing
- Stainless steel front, door, and grille
- Heavy-duty 6" adjustable stainless steel legs
- Cabinet body is foamed-in-place minimum 2-1/2" thick polyurethane insulation
- Fully coved interior with welded radius corners for easy cleaning
- Interior LED lighting
- Stainless steel shelf clips and shelf standards
- Four adjustable chrome plated wire shelves per section

Doors

- Self-closing, lift off door hinges with stay-open feature at 120°
- Standard right hinged door (other configurations available)
- Full-length, one-piece recessed Unigrip[™] door handle (solid door models) •
- Heavy-duty, built-in security cylinder door lock (solid door models)
- Energy saving condensate heater around door opening
- Snap-in magnetic door gasket
- Impact-resistant PVC breaker strip

Refrigeration Package

- Expansion valve refrigeration system for superior recovery and temperature pulldown
- Low Pressure control prevents compressor burnout in case of refrigerant loss
- Top-mounted compressor
- R-513a, low GWP refrigerant for superior temperature recovery and pulldown
- Hot gas condensate evaporator quickly dissipates condensation using zero additional energy
- Receiver tank and service valves allows reuse of refrigerant and enables rapid pulldown during times of peak demand
- Integrated sight glass allows technicians to easily detect leaks or moisture without tools

Control Systems & Warranty Coverage

- Digital temperature control easily adjust setpoint between 35-40°F
- Master power switch
- One 9 foot electrical cord
- Warranty: 5 year compressor, 5 year parts, 1 year labor

OPTIONS & ACCESSORIES:

- □ Stainless steel back ____ top___ bottom___ (specify all that apply)
- Drawers in lieu of lower half door (requires half-door option)
- Additional chrome wire shelves (specify quantity)
- □ Stainless steel wire shelves in lieu of chrome shelves
- Tray slides (specify quantity)
 - "L" Type _____ Universal slides _____ "R" Type ___
- Digital temperature control & solenoid for remote models
- □ Refrigerant options for remote models-please specify refrigerant type
- □ Stainless steel curb base (specify 4" or 6" high)
- Temperature alarm
- 6" front locking casters in lieu of legs (no charge)
- 4" front locking casters in lieu of legs
- 6" seismic legs
- □ Correctional facilities package
- Top-mounted evaporator coil (std. depth units only)
- □ Water-cooled condensing unit
- 5" high top-mount (remote compressor models)

Intertek

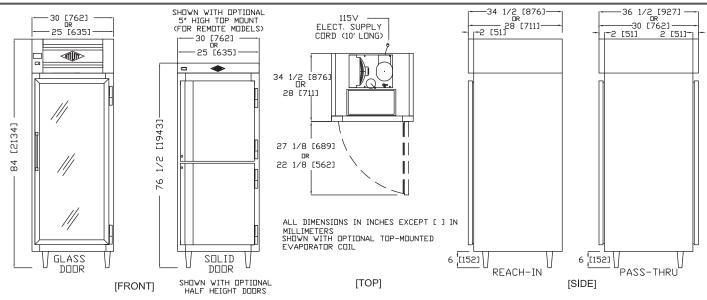
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R-25-SS-1S-D

(shown with optional correctional package)



REACH-IN REFRIGERATOR - ONE SECTION



PRODUCT DATA	R-25 Series Standard Depth	R-25 Series Narrow Depth	R-30 Series Standard Depth	R-30 Series Narrow Depth		
	KEY DIMENSIONS					
Width (overall)	25.0″	25.0″	30.0″	30.0″		
Depth (overall)	34.5″	28.0″	34.5″	28.0″		
Depth Pass-Thru Models (overall)	36.5″	30.0″	36.5″	30.0″		
Height (overall inc. legs)	84.0″	84.0″	84.0″	84.0"		
Door Opening (net width)	18.25″	18.25″	23.25″	23.25″		
Door Opening (net height)	57.25″	57.25″	57.25″	57.25″		
Half Door Opening (net ht.)	26.75″	26.75″	26.75″	26.75″		
	CAPACITY					
Capacity (cu. ft.)	19	15	24	18		
Number of Shelves	4	4	4	4		
Shelf Area (sq. ft., including bottom)	16	12	20	15		
		ELEC	TRICAL			
Voltage (dedicated circuit required)	115	115	115	115		
SOLID DOOR MODELS						
Amperage solid door models (self-contained)	7.3	7.3	7.3	7.3		
Amperage solid door models (remote refrigeration)	6.0	6.0	6.0	6.0		
BTU requirement*, remote (solid door models)	1440	1395	1575	1495		
GLASS DOOR MODELS						
Amperage glass door models (self-contained)	7.3	7.3	9.5	7.3		
Amperage glass door models (remote refrigeration)	6.0	6.0	6.8	6.0		
BTU requirement*, remote (glass door models)	1942	1880	2553	2103		
NEMA Plug Configuration	5-15 P	5-15 P	5-15 P	5-15 P		
Horsepower (self-contained)	1/4	1/4	1/4	1/4		
	SHIPPING					
Ship Weight (lbs.)	500	410	600	495		
Ship Volume, Standard Depth (cu. ft.)	75	66	87	76		
Crated Dimensions (87" H)	31"W x 48"D	31"W x 42"D	36"W x 48"D	36"W x 42"D		

*90°F ambient, 20°F evaporator, 20' max. line length

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Crowley ISD - RFP # 050-2024-2025

Data is for standard models: options may change specifications.



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7-20G PRO

ALTØ-SHAAM

Prodigi™ Pro 7-20 (E/G) Electric or Gas

UL

Engineered for dependability, connectivity, and cost savings, Prodigi™ Pro combination ovens are an all-in-one solution for efficient and consistent food production. These ovens do the work of a convection oven, kettle, steamer, fryer, smoker and more. With advanced features and accessories and an intelligent, customizable control, Prodigi Pro combination ovens are designed to support—and connect—the most demanding kitchens.

Standard features

- Boilerless steam generation
- Absolute Humidity Control[™] for selecting any humidity level from 0-100% to maximize food quality, texture, and yield
- Three cooking modes—steam, convection, and combination
- 10.1" programmable, touchscreen control with customizable home screen options, recipe categorization and filtering, lockout features and more
- Easy recipe upload/download via USB port
- ChefLinc™ remote oven management to push and pull recipes, software or oven settings from anywhere
- Five fully automated cleaning cycles
- Front-accessible and retractable rinse hose
- LED illuminated door handle to provide visual notification of the oven status
- SafeVent^ $\ensuremath{^{\rm M}}$ automatic steam venting at the end of the cooking cycle
- Zero clearance design
- EPA 202 compliant
- Temperature range: 85°F to 550°F (30°C to 302°C)



Seven full-size sheet pans; Sixteen* GN 1/1 pans, two rows deep [*one less on models with smokers] 14 half-size sheet pans

Two side racks with eight non-tilt support rails; 19-7/8" (505mm) horizontal width between rails, 2-3/4" (70mm) vertical spacing between rails

168 lb [76 kg] kg product maximum

105 quarts (133 liters) liters volume maximum

CPVC Installation kits

Four (4) wire shelves included.

Copper Installation kits Base kit selection on amp draw found in electrical table

Electric

□ 20A [5026970]
□ 30A [5026932]
□ 40A [5026972]
□ 50A [5026973]
□ 80A [5026974]
□ 125A [5026977]
□ 175A [5026978]
□ 200A [5026979]

Gas

□ 20A (5026980) □ 30A (5026933) □ No cord (5026971)

Base kit selection on amp draw found in electrical table Electric □ 20A (5021521) □ 125A (5021529) □ 30A (5021519) □ 150A (5021530) □ 40A (5021525) □ 200A (5021531)

□ 50A (5021526) □ 250A (5021531) □ 80A (5021527)

Gas

20A (5021522)
30A (5021520)
No cord (5021524)

This equipment is UL listed for ventless operation. Ventless certification is for all food items, including foods classified as "fatty raw proteins." These foods include bone-in, skin-on chicken, raw hamburger meat, raw sausage, steaks, etc. Always consult local HVAC codes and authorities to ensure compliance with ventilation requirements. If you require further assistance, or local authorities and/or jurisdictions reject your request, please contact our dedicated Regulatory Compliance team.







Crowley ISD - RFP # 050-2024-2025



Configuration for Electric Models (select one)

- Turbo [Increased energy usage for quicker preheat and recovery times]
- ECO [Designed for energy conservation—reference power requirements]

Configuration for Gas Models (select one)

🗆 Natural gas

□ Propane

Electrical (select one)

□ 120V 1ph (Gas only) □ 208–240V 3ph

□ 208–240V 1ph (Gas only) □ 440–480V 3ph

Door swing (select one)

Right hinged

□ Recessed door, optional (not available on ventless hood models)

ChefLinc connection

🗆 Wi-Fi (standard)

Ethernet (optional)

Options (select all that apply)

□ Ventech[™] Hood^{*} □ Ventech[™] PLUS Hood^{*}

- CombiSmoke® feature—smoke hot or cold with real wood chips (not available on units with Ventech hoods or units with security devices)
- Automatic grease collection system
 *Electric models only

Cleaning (select one)

□ Automatic tablet-based cleaning system (standard)

□ Automatic liquid cleaning system (optional)

Probe choices

- □ Removable, quick-release, T-style probe (PR-37158) (standard)
- □ Removable, single-point, sous vide probe (PR-36576) (optional)
- □ Removable probe with stop for grease collection (5035704)

Security devices for correctional facility use

- Optional base package (not available with recessed door): includes tamper-proof screw package
- □ Anti-entrapment device (5017157) (optional)
- □ Control panel security cover (5017145) (optional)
- □ Hasp door lock (padlock not included) (5017144) (optional)

Water treatment

- □ RO System OPS175CR/5 [5031203]
- □ Water filtration system (5037355)

Extended warranty

One-year warranty extension

Installation options (select one)

- $\hfill\square$ Alto-Shaam Factory Authorized Installation Program available in the U.S. and Canada only
- □ Installation Start-Up Check available through an Alto-Shaam authorized service agency

Accessories (reference accessory catalog)



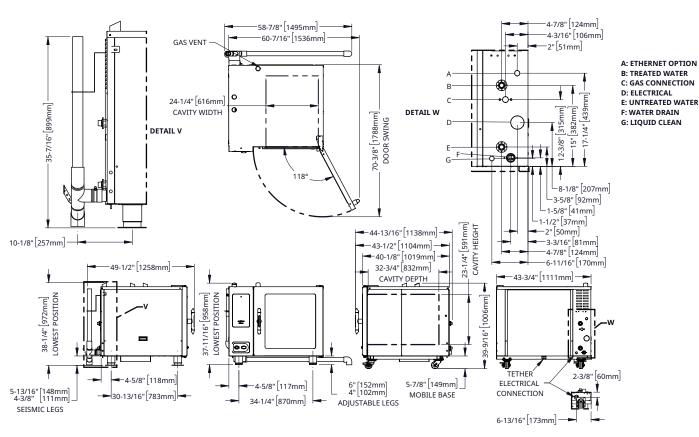


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ALTO-SHAAM

Prodigi™ Pro 7-20 (E/G)

DIMENSIONS — standard door



Model Exterior (H x W x D)

7-20 37-11/16" x 43-3/4" x 44-13/16" (958mm x 1111mm x 1138mm)

Ship Dimensions (L x W x H)*

56" x 49" x 51" (1422mm x 1245mm x 1295mm) *Domestic ground shipping information. Contact factory for export weight and dimensions.

Ship Weight*

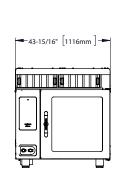
Interior (H x W x D)

Elec: 708 lb (321 kg) Gas: 667 lb (303 kg)

OVENS WITH VENTECH® HOOD

Electric only

VH-20



Net Weight

158 lb (72 kg)

Net Weight

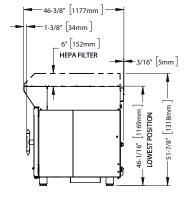
211 lb (96 kg)

Net Weight

Call factory

Net Weight

Call factory



Ship Dimensions [L x W x H]*

Ship Dimensions (L x W x H)*

Ship Dimensions (L x W x H)*

Ship Dimensions (L x W x H)*

56" x 49" x 20" (1422mm x 1245mm x 508mm)

59" x 49" x 20" (1500mm x 1245mm x 508mm)

56" x 45" x 65" (1422mm x 1143mm x 1651mm)

56" x 45" x 65" (1422mm x 1143mm x 1651mm)



Ship Weight* 276 lb [125 kg] Ship Weiaht* 336 lb [152 kg] Ship Weight* Call factory Ship Weight* Call factory

*Domestic ground shipping information. Contact factory for export weight and dimensions.

11-1/8" x 43-15/16" x 46-3/8" [282mm x 1116mm x 1177mm]

17-1/8" x 43-15/16" x 46-3/8" [435mm x 1116mm x 1177mm]

46-1/16" x 43-15/16" x 46-3/8" [1169mm x 1116mm x 1177mm]

51-7/8" x 43-15/16" x 46-3/8" [1318mm x 1116mmx 1177mm]

Ventech Hood Plus Exterior (H x W x D)

Oven with Ventech Hood (H x W x D)

Oven with Ventech Hood Plus (H x W x D)

Crowley ISD - RFP # 050-2024-2025

Model Ventech Hood Exterior (H x W x D)

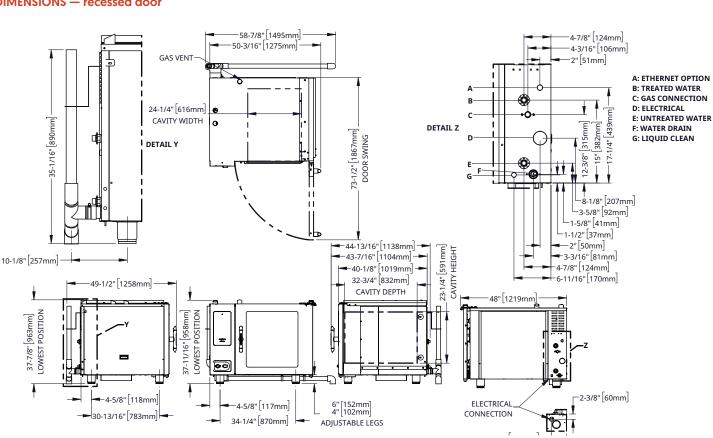
Net Weight

23-1/4" x 24-1/4" x 32-3/4" (591mm x 616mm x 832mm) Elec: 563 lb (255 kg) Gas: 522 lb (237 kg)

ALTO-SHAAM

Prodigi™ Pro 7-20 (E/G)

DIMENSIONS — recessed door



Model Exterior (H x W x D)

7-20 37-11/16" x 43-3/4" x 44-13/16" (958mm x 1111mm x 1138mm)

Ship Dimensions (L x W x H)*

56" x 49" x 51" (1422mm x 1245mm x 1295mm) *Domestic ground shipping information. Contact factory for export weight and dimensions.

Ship Weight*

Interior (H x W x D)

Elec: 708 lb (321 kg) Gas: 667 lb (303 kg)

Net Weight

23-1/4" x 24-1/4" x 32-3/4" (591mm x 616mm x 832mm) Elec: 563 lb (255 kg) Gas: 522 lb (237 kg)

OVENS WITH VENTECH® HOOD

Electric only

Eliminate the need for a traditional kitchen hood. Ventech Type 1 hoods with condensation technology condense steam while capturing and removing grease-laden air, vapors, and lingering smoke. For more demanding locations, Ventech PLUS™ hoods include a HEPA filter. These hoods combine the fine particulate filtering of a HEPA filter with condensation technology of the standard Ventech hood.



Al

Prodigi™ Pro 7-20 (E/G)



					ECO					Turbo Option*						
7-20E	v	Ph	Hz	AWG**	Α	A^	Breaker minimum	kW	kW^	AWG**	Α	A^	Breaker minimum	kW	kW^	Connection
208–240V	208	3	50/60	6	45.7	46.4	58A/58A^	16.4	16.7	4	53.4	54.2	67A/68A^	19.2	19.5	3Ø/PE
	240	3	50/60	6	52.7	53.9	66A/68A^	21.9	22.4	4	61.4	62.7	77A/79A^	25.5	26.0	3Ø/PE
440-480V	440	3	50/60	12	20.6	21.0	26A/27A^	15.7	16.0	10	24.7	25.9	31A/33A^	18.3	19.7	3Ø/PE
	480	3	50/60	12	22.4	23.1	28A/29A^	18.7	19.2	10	26.2	28.5	33A/36A^	21.8	23.7	3Ø/PE

*No-cost option on electric models. ^Values for units with Ventech Hoods.

** Recommended minimum conductor sized at 90°C and ambient 30°C.

• Electrical connections must meet all applicable federal, state, and local codes.

• For use on individual branch circuit only.

• Ovens are not supplied with an electrical cord or plug.

Electric supply may be hard-wired or use a cord and plug. Local codes may require a current protection device. If so, the device must accommodate a leakage current of 20mA.

With Smoker Option			ECO			Turbo Option*						
7-20E	v	Ph	Hz	AWG**	Α	Breaker minimum	kW	AWG**	Α	Breaker minimum	kW	Connection
208-240V	208	3	50/60	6	47.2	59A	17.0	4	54.7	69A	19.7	3Ø/PE
	240	3	50/60	6	54.4	68A	22.6	4	63.1	79A	26.2	3Ø/PE
440-480V	440	3	50/60	12	21.9	28A	16.2	10	24.7	31A	18.8	3Ø/PE
	480	3	50/60	12	23.8	30A	19.2	10	26.8	34A	22.3	3Ø/PE

*No-cost option on electric models

** Conducteur minimum recommandé de température nominale de 90 °C et ambiante de 30 °C.

• Les raccordements électriques doivent être conformes à toutes les réglementations en vigueur.

• Utiliser exclusivement sur un propre circuit de dérivation séparé.

• Les fours ne sont pas fournis avec un cordon ou une fiche électrique.

L'alimentation électrique peut être par câblage ou par cordon et fiche. Les codes en vigueur peuvent exiger un dispositif de protection contre les courants résiduels. Si c'est le cas, ce dispositif doit accepter un courant de fuite de 20 mA.



					Wit	hout Smoker	Option	W	ith Smoker O	ption	
7-20G	v	Ph	Hz	AWG**	Α	Breaker minimum	kW	A	Breaker minimum	kW	Connection
120 V	120	1	60	12	6,8	20A	0,84	12,0	20A	1,5	1Ø/PE
208–240 V	208	1	50/60	14	4,8	15A	1,0	7,3	15A	1,5	1Ø/PE
	240	1	50/60	14	4,2	15A	1,0	7,1	15A	1,7	1Ø/PE
208-240 V	208	3	50/60	14	4,8	15A	1,0	7,3	15A	1,5	3Ø/PE
	240	3	50/60	14	4,2	15A	1,0	7,1	15A	1,7	3Ø/PE

** Recommended minimum conductor sized at 90°C and ambient 30°C.

• Electrical connections must meet all applicable federal, state, and local codes.

• For use on individual branch circuit only.

• Ovens are not supplied with an electrical cord or plug.

• Electric supply must be hard-wired. Local codes may require a current protection device. If so, the device must accommodate a leakage current of 20mA.

7-20G PRO

Item#: 8

Prodigi™ Pro 7-20 (E/G)



Тор:	20" (508mm)
Left:	0" (0mm)
	18" [457mm] recommended service access
Right:	0" (0mm) non-combustible surfaces
	2" (51mm) combustible surfaces
Bottom:	5-1/8" (130mm)
Back:	4" (102mm) between plumbing and nearest object





- Oven must be installed level.
- Oven must be installed on noncombustible surface.
- Use a water supply shut-off valve and back-flow preventer when required by local code.
- Drain must not be located directly underneath the appliance unless a stand with solid top or shelf is used.
- Exhaust hood installation is required on gas-heated models



Heat of reje	Heat of rejection									
7-20E	Heat Gain qs, BTU/hr	Heat Gain qs, kW								
	1305	0.38								



Heat of rejection 7-20G Heat Gain qs, Heat Gain qs, BTU/hr kW 0.16 549



Noise emissions

Without hood system, a maximum 67 dBA was measured at 3.3 ft [1 m] from unit.

With hood system, a maximum 73 dBA was measured at 3.3 ft [1 m] from unit.



Noise emissions

Without hood system, a maximum 67 dBA was measured at 3.3 ft [1 m] from unit.



Gas Requirements Gas type must be specified on order • Hook-up: 3/4" NPT

UL Marked Appliances		Maximum Input BTU/h	Maximum Inlet Pressure Inches	Minimum Inlet Pressure Inches	Maximum Fuel Consumption*		
			WC (kPa)	WC (kPa)	CFH	GPH	
Natural Ga	as	98,000	14.0 [3.5]	5.5 (1.1)	93.3	N/A	
Propane		98,000	14.0 (3.5)	9.2 [2.8]	39.2	1.1	

*Assumes an average heating value for natural gs to be 1050 BTU/SCF and a specific gravity of 0.60. The assumed value for propane gas is 2,500 BTU/SCF, and a specific gravity of 1.53.



WATER

Water requirements (per oven)

Two cold water inlets – drinking quality

- One treated water inlet: 3/4" NPT male connection. Line pressure 30 psi minimum dynamic and 90 psi maximum static (200–1000 kPa) at a minimum flow rate of 0.26 gpm (1 L/min).
- One untreated water inlet: 3/4" NPT male connection. Line pressure 30 psi minimum dynamic and 90 psi maximum static (200–1000 kPa) at a minimum flow rate of 2.64 gpm (10 L/min). Water drain: 1-1/2" (40mm) connection with a vertical vent to extend above the exhaust vent. Materials must withstand temperatures up to 200°F (93°C).



Clearance requirements for water filtration system

Do not install a water filtration system behind unit.

Water Quality Standards

It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, a means of "water treatment" provided that would meet compliance requirements with the published water quality standards shown below. Non-compliance with these minimum standards will potentially damage this equipment and/or components and void the original equipment manufacturer's warranty. Alto-Shaam recommends using the Alto-Shaam Reverse Osmosis System or a water filtration system to properly treat your water.

Inlet Water Requirements								
Contaminant	Treated Water	Untreated Water						
Free Chlorine	Less than 0.1 ppm (mg/L)	Less than 0.1 ppm (mg/L)						
Hardness	30-70 ppm	30-70 ppm						
Chloride	Less than 30 ppm (mg/L)	Less than 30 ppm (mg/L)						
pH	7.0 to 8.5	7.0 to 8.5						
Silica	Less than 12 ppm [mg/L]	Less than 12 ppm (mg/L)						
Total Dissolved Solids (tds)	50-125 ppm	50-360 ppm						

CONTACT US

W164 N9221 Water Street | Menomonee Falls, Wisconsin 53051 | U.S.A. Phone: 262.251.3800 | 800.558.8744 U.S.A./Canada | Fax: 262.251.7067 | alto-shaam.com

PRO-SPC-0043 11/24 EN Printed in U.S.A. Due to ongoing product improvement, specifications are subject to change without notice.

1675KIT48

SnapFast[®]

One-handed Quick-Disconnect

Stress Guard® Rotation Technology Reduces Stress at Both Ends of the Hose

The Dormont

Stainless Steel Construction

Stainless Steel Braid

Blue PVC Coating (Cutaway shown)

Blue Hose®

ES-D-SnapFastQD

Engineering Specification

Job Name	Contractor
Job Location	Approval
Engineer	Contractor's P.O. No
Approval	Representative
	SKII

SnapFast® Quick-Disconnect Assemblies

Sizes: 1/2" to 11/4"

SnapFast Quick-Disconnect Assemblies feature flexible movement and the one-handed quick-disconnect fitting with a unique thermal shut-off design that automatically shuts off the gas when the internal temperature exceeds 350°F (177°C).

Features

SnapFast[®] One-Handed Quick-Disconnect

Quick-Disconnect Thermal Shut-off	Brass body, aluminum collar Shuts off gas when internal temperatures exceed 350°F (177°C)
dditional Components	
Restraining Device	PVC coated, steel multi-strand cable and mount-

Ac

Restraining Device	PVC coated, steel multi-strand cable and mount- ing hardware
	0
Valve	Full port, brass body
Elbow	Malleable iron
*Deluxe Kits Include	The Dormont Blue Hose, valve, restraining device,
	elbows, SnapFast, display box

Specifications

The Dormont Blue Hose®

Tubing	Annealed, 304 stainless steel
Braiding	Multi-strand, stainless steel wire
Coating	Blue antimicrobial PVC, melts at 350°F (177°C); coating will not hold a flame
End Fittings	Carbon steel; zinc trivalent chromate
Stress Guard [®]	360° rotational end fitting at both ends



The Dormont Safety System[™] is the first and only complete gas equipment connection system specifically engineered for the commercial kitchen. The Safety System consists of the famous Dormont Blue Hose and a variety of accessories designed for improved safety and performance in commercial kitchens. Because

they are manufactured in the USA under an ISO qualified production process and to multiple design certifications, you can Connect with Confidence with the Dormont Safety System.

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

Dormont product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Dormont Technical Service. Dormont reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Dormont products previously or subsequently sold. Refer to the owner's manual for warranty information.







Dormont

1675KIT48

Item#: 11

Approvals & Certifications

NSF/ANSI 169 – Special-purpose food equipment and devices ANSI Z21.69 / CSA 6.16 – Connectors for moveable gas appliances

ANSI Z21.41 / CSA 6.9 – Quick-disconnect devices for use with gas fuel appliances

ANSI Z21.15 / CSA 9.1 – Manually operated gas valves for appliances, appliance connectors

Meets requirements of ANSI Z223.1 / NFPA 54 National Fuel Gas Code Not for use in temperatures less than 32°F (0°C). For indoor use only.

Max operating pressure 1/2 psi.

Refer to the catalog for additional approvals and certifications or go to www.dormont.com.

A restraining device is required for all moveable gas equipment.

SnapFast® Quick-Disconnect Deluxe Kit Assembly

Ordering Information

CONFIGURATION	SIZE I.D.	24" (607MM)	36" (914MM)	48" (1,219MM)	60" (1,524MM)	72" (1,829MM)
Deluxe Kit*		1650KIT24	1650KIT36	1650KIT48	1650KIT60	1650KIT72
Basic Kit**	1⁄2"	1650BPQR24	1650BPQR36	1650BPQR48	1650BPQR60	1650BPQR72
Hose Assembly***		1650BPQ24	1650BPQ36	1650BPQ48	1650BPQ60	1650BPQ72
Deluxe Kit*		1675KIT24	1675KIT36	1675KIT48	1675KIT60	1675KIT72
Basic Kit**	3⁄4''	1675BPQR24	1675BPQR36	1675BPQR48	1675BPQR60	1675BPQR72
Hose Assembly***]	1675BPQ24	1675BPQ36	1675BPQ48	1675BPQ60	1675BPQ72
Deluxe Kit*		16100KIT24	16100KIT36	16100KIT48	16100KIT60	16100KIT72
Basic Kit**	1"	16100BPQR24	16100BPQR36	16100BPQR48	16100BPQR60	16100BPQR72
Hose Assembly***		16100BPQ24	16100BPQ36	16100BPQ48	16100BPQ60	16100BPQ72
Deluxe Kit*		16125KIT24	16125KIT36	16125KIT48	16125KIT60	16125KIT72
Basic Kit**	1¼"	16125BPQR24	16125BPQR36	16125BPQR48	16125BPQR60	16125BPQR72
Hose Assembly***]	16125BPQ24	16125BPQ36	16125BPQ48	16125BPQ60	16125BPQ72

BTU/hr Flow Capacity Natural Gas

(Flow rating BTU/hr 0.64 SP. GR. @ 0.5 inch WC pressure drop)

		LENGTH						
MODEL	SIZE I.D.	24" (607MM)	36" (914MM)	48" (1,219MM)	60" (1,524MM)	72" (1,829MM)		
1650BPQ	1⁄2"	87,000	77,000	68,000	60,000	55,000		
1675BPQ	3⁄4"	232,000	218,000	180,000	158,000	139,000		
16100BPQ	1"	414,000	379,000	334,000	294,000	279,000		
16125BPQ	11⁄4"	699,000	615,000	541,000	476,000	419,000		

* Deluxe Kits include: The Dormont Blue Hose and restraining device, full port valve and (2) street elbows

**Basic Kits include: The Dormont Blue Hose and restraining device, street elbow and SnapFast

***Hose Assemblies include: The Dormont Blue Hose, SnapFast and street elbow

Dormont

Typical Installation



Options

The Dormont Blue Hose®

The Dormont Blue Hose is a commercial, moveable-grade gas connector designed for use with moveable equipment.

Moveable equipment is defined in ANSI Standard Z21.69/CSA 6.16 as gas utilization equipment that may be mounted on casters or otherwise be subject to movement.





- One-handed quick-disconnect fitting
- Thermal shut-off when internal temperature exceeds 350°F (177°C)



Restraining Device

• ANSI Z21.69 Standard section 1.7.4 states: Connectors when used on caster-mounted equipment shall be installed with a restraining device, which prevents transmission of the strain to the connector



Benefits

• Can be used with all caster-mounted equipment including cooking appliances, warming carts, salad bars, and refrigerators



- Resistant to oils and greases
- Open-floor design allows appliance to rest level on the floor to ensure even cooking

Features

- Compatible with 4", 5", and 6" casters
- Certified to NSF/ANSI Standard 169 Special Purpose Food Equipment & Devices
- Flexible, tough injection molded Thermoplastic Polyurethane (TPU)
- Able to withstand 1,000 PSI of crush pressure

Ordering Instructions:

The Saftey-Set wheel positioning product can be ordered individually or with the Blue Hose Kit.

The Safety-Set model name is "PS" and the ordering number is 0241002.

When ordering the Safety-Set with the Blue Hose kit, simply add the letters "PS" to the end of the model number.



We guarantee our commercial gas connectors for the life of the original appliance to which it is connected.



USA: T: (800) 367-6668 • F: (724) 733-4808 • Dormont.com

ES-D-SnapFastQD 2110

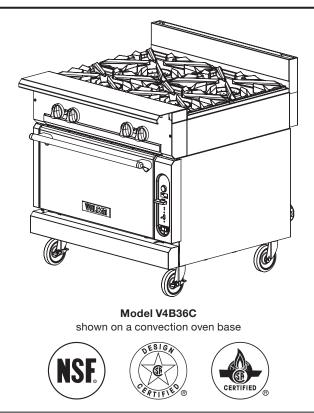
Crowley ISD - RFP # 050-2024-2025

Item#: 12

C.S.I. Section 11420

HEAVY DUTY COOKING

VULCANHEAVY DUTY GAS RANGE4-BURNERS / 36" WIDE GAS RANGE



SPECIFICATIONS

36" wide heavy duty gas range, Vulcan Model No. V4B36 (modular) and V4B36B (cabinet base) or V4B36S (standard oven base) and V4B36C (convection oven base). Modular construction for ease of installation. Stainless steel front, plate ledge, front top ledge with pull-out condiment rails, sides, base, stub back and 6" adjustable legs on all "B", "S", & "C" models. Stainless steel extra deep crumb tray. Four 35,000 BTU/hr. cast burners with lift-off burner heads. Individual pilots and controls for each burner. Heavy duty cast burner grates, easy lift-off 11" x 17" in front, 14" x 17" in rear. Grates are separate from aeration bowl for ease of cleaning. Standard Oven: 50,000 BTU/hr. with porcelain oven bottom, sides and indoor panel. Convection Oven: 32,000 BTU/hr. with porcelain oven bottom, sides and interior door panel (115v-1 phase blower motor, 4 amps, 6' cord and plug). Oven measures 27"w x 27"d x 13"h. Standard oven thermostat adjusts from 150°F - 550°F. Convection oven adjusts from 175°F - 550°F and the optional finishing oven for standard ovens adjusts from 300°F – 650°F. Standard oven supplied with one rack, convection oven with two racks. Both ovens allow for three rack positions. Oven door is heavy duty with counter weight door hinges. $1^{1}\!/\!4"$ diameter front gas manifold and $1^{1}\!/\!4"$ rear gas connection, capped. Total input 140,000 BTU/hr.

Exterior Dimensions:

363/4"d x 36"w x 36"h on 6" adjustable legs

□ V4B36 4-Burners / Modular

Item #

- U V4B36B 4-Burners / Cabinet Base
- □ V4B36S 4-Burners / Standard Oven
- U V4B36C 4-Burners / Convection Oven

STANDARD FEATURES

- Stainless steel front, front top ledge, burner box, sides, base, and stub back
- 1¹/₄" diameter front gas manifold with 1¹/₄" rear gas connection (capped)
- 35,000 BTU/hr. open top burners with lift off heads
- 50,000 BTU/hr. standard oven burner
- 32,000 BTU/hr. convection oven burner
- Porcelain oven cavity
- Individual pilots and controls for each burner
- Heavy-duty cast grates
- 4" stainless steel stub riser
- 6" adjustable stainless steel legs for "S", "C", and "B" models (no legs for modular model)
- Stainless steel cabinet base door
- Universal rack guides, one removable shelf (cabinet base)
- One year limited parts and labor warranty

OPTIONAL FEATURES (Factory Installed)

- □ Cap and cover front manifold
- □ Stainless steel oven cavity
- □ 650°F oven thermostat and steel hearth ("S" models)
- □ Fan cooling package ("C" models)
- □ 4" adjustable flanged feet for modular models
- Less legs for dolly mounting for "S", "C", and "B" models
- □ 3" high toe base for curb mounting
- □ Common condiment type, telescoping plate rails

ACCESSORIES (Packaged & Sold Separately)

- ³/₄", 1", or 1¹/₄" gas pressure regulator (specify gas type pack loose)
- □ Set of 4 casters, 6" high (two locking)
- □ 6" adjustable flanged feet for "S", "C", and "B" models
- Extra removable shelves for use with Universal rack guides (for cabinet base)
- Banking strip
- Common condiment type, telescoping plate rails (starting at 24" length)
- 10", 22", or 34" high back risers (no shelf)
- □ 22" single deck solid or flo-thru high shelf risers
- □ 34" double deck solid or flo-thru high shelf risers
- Dolly frames
- □ Flexible gas hose quick disconnect & restraining device



P.O. Box 696
Louisville, KY 40201
Toll-free: 1-800-814-2028
Local: 502-778-2791
Quote & Order Fax: 1-800-444-0602

HEAVY DUTY COOKING

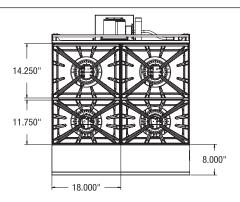
VLILCAN

HEAVY DUTY GAS RANGE 4-BURNERS / 36" WIDE GAS RANGE

INSTALLATION INSTRUCTIONS

- 1. A properly sized gas pressure regulator suitable for battery or single unit application must be furnished and installed. Natural gas 6.0" W.C., propane gas 10.0" W.C.
- 2. An adequate ventilation system is required for commercial cooking equipment. Information may be obtained by writing to the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269, www.NFPA.org. When writing, refer to NFPA No. 96.
- These units are manufactured for installation in accordance with ANSZ223.1A (latest edition), National Fuel Gas Code. Copies may be obtained from The American Gas Association, 400 N Capitol St. NW, Washington, DC 20001, www.AGA.org.

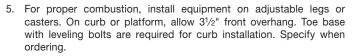
4.	<u>Clearances</u>	Rear	<u>Sides</u>
	Combustible	10"	10"
	Non-combustible	0"	0"



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VULCAN



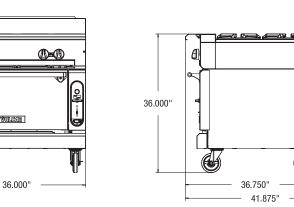
6. Cannot be batteried with GH series equipment.

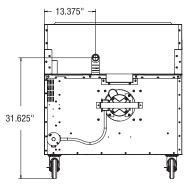
40.500"

This appliance is manufactured for commercial installation only 7. and is not intended for home use.

NOTE: In line with its policy to continually improve its product, Vulcan reserves the right to change materials and specifications without notice.

Specify type of gas when ordering. Specify altitude when above 2,000 feet.





MODEL NUMBER	DESCRIPTION	TOTAL INPUT BTU / HR	SHIPPING WEIGHT LBS / KG
V4B36	4-Burners / Modular	140,000	261 / 119
V4B36B	4-Burners / Cabinet Base	140,000	380 / 171
V4B36S	4-Burners / Standard Oven Base	190,000	675 / 304
V4B36C	4-Burners / Convection Oven Base	172,000	715 / 322
	NUMBER V4B36 V4B36B V4B36S	NUMBER DESCRIPTION V4B36 4-Burners / Modular V4B36B 4-Burners / Cabinet Base V4B36S 4-Burners / Standard Oven Base	NUMBERDESCRIPTIONBTU / HRV4B364-Burners / Modular140,000V4B36B4-Burners / Cabinet Base140,000V4B36S4-Burners / Standard Oven Base190,000

This appliance is manufactured for commercial use only and is not intended for home use.



P.O. Box 696 Louisville, KY 40201 Toll-free: 1-800-814-2028 Local: 502-778-2791 Quote & Order Fax: 1-800-444-0602

NOTE: In line with its policy to continually improve its products, Vulcan reserves the right to change materials and specifications without notice.

TriMark

A New Dimension in Safe Drying





- Promotes fast and sanitary drying, while maximizing space.
- Non-corrosive, break-resistant and easy to assemble.
- More cost-efficient than metal alternatives.





www.cambro.com

Page: 28

One Solution for Many Drying Needs

The Angled Drying Rack eliminates the concerns associated with metal alternatives including replacement cost caused by deterioration. This complete, non-corrosive drying rack provides foodservice operators with a versatile, cost-effective and space-efficient solution for sanitary drying, storage and ease of mobility. Available in mobile Camshelving[®] Premium Series and Camshelving Elements Series.

- Light-weight, break-resistant and easy to assemble.
- Securely holds a variety of pans, pots and kitchen wares.
- Mobile unit allows for easy floor clean-up and mobility.
- Removable 8-slot Drying Cradles are made of high impact ABS material.
- Lifetime warranty against rust and corrosion on posts and traverses.

Reference Guide for Food Pan Drying

GN SIZE	QTY/RACK
1/1	16
1/2	32
1/3	48
1/4	64
O	ny based on size combination

Quantity will vary based on size combination and placement.





The 8-Slot Drying Cradles are available separately to convert existing units to Angled Drying Racks*.

CODE	DESCRIPTION	PRODUCT Dimensions D x L x H	CASTERS	CASE LBS. (CUBE) CASE KG. (CUBE M³)	CASE Pack
Camshelving Premium Series CPMU244875PDPKG**	Angled Drying Rack	24" x 48" x 75" (610 x 1220 x 1910 mm)	4 Premium Casters (2 Swivel with Total Locking Brake, 2 Swivel with No Brake)	118.35 (25.2) , 53,8 (0,71)	1
Camshelving Elements Series EMU244878PDPKG**	Angled Drying Rack	24" x 48" x 78" (610 x 1220 x 1980 mm)	4 Premium Casters (2 Swivel with Total Locking Brake, 2 Swivel with No Brake)	92.55 (24.26) , 42,1 (0,68)	1
Drying Cradle CSDR8	8-Slot Drying Cradle	235⁄₁₅" x 10¾" x 65⁄₁₅" (592 x 263 x 160 mm)	—	2.20 (1.07) 1,00 (0,03)	1
Drying Cradle CSDR84	8-Slot Drying Cradle - 4 Pack	235⁄16" x 103⁄8" x 65⁄16" (592 x 263 x 160 mm)	_	10.30 (2.32) 4,68 (0,06)	4

Camshelving Premium Series Color: Speckled Gray (480). Camshelving Elements Series Color: Brushed Graphite (580). 8-Slot Drying Cradle Color: Soft Gray (151). Drying Cradle is Patent Pending.

*Individual Drying Cradles fit on Camshelving Premium, Elements and Basics Series 24" (610 mm) deep shelves only, mobile or stationary.

**Each Package Includes:

Camshelving Premium Series

 $1 \mbox{ box of } 2 \mbox{ each pre-assembled post sets}, 8 \mbox{ traverses and 4 premium casters}.$

4 boxes of 4 each Drying Cradles.

```
Camshelving Elements Series
```

1 box of 2 each pre-assembled post sets, 8 mobile traverses and 4 premium casters, 1 bag of 32 mobile dovetails (16A, 16B).

4 boxes of 4 each Drying Cradles.



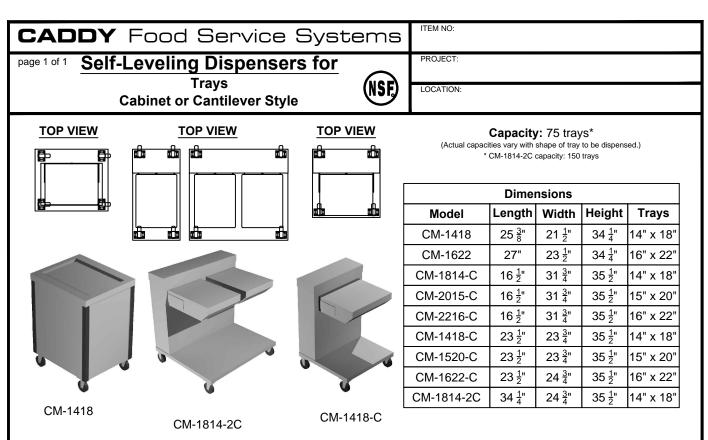


Telephone714 848 1555Toll Free 800 854 7631Customer Service 800 833 3003© Cambro Manufacturing Company 5801 Skylab Road, Huntington Beach, California 92647-2056LIT1516Printed in USA 07/15.

D041540

TriMark

CM-1814-C



General Specifications

Caddy Magic self-leveling dispenser to be Caddy Corporation model CM-_____

Self-leveling mechanism to be cantilevered suspension type. Removable panel to be provided to permit easy calibration without the use of tools, for full load factors from 20 to 182 pounds and without prior identification of wares, irrespective of weight, height, or brand. Mechanism to be free of cables, chains, pulleys, sprockets, gears, levers, crank handles or components requiring periodic maintenance and lubrication.

Removable load platform to be 18 gauge stainless steel and secured to 16 gauge stainless steel angle support frame and a pair of cantilevered suspension arms. Suspension arms to be of rust-resistant ^{1/4}" steel and to be securely guided by ball bearing rollers. Total stacking height to edge of top frame to be not less than 22".

Cabinet models specifications:

Unit to have 16 gauge stainless steel top with 2" turned down channel edge on 4 sides and welded finished corners. Exterior of cabinet to be stainless steel. Cabinet corners to be reinforced with 16 gauge stainless steel channels and to have full height extruded plastic vertical bumpers.

Bottom of cabinet to be 12 gauge stainless steel, rust resistant metal and to have 2-1/2" diameter center clean-out hole with a removable plug. Unit to be mounted on four 4" diameter swivel type casters with polyurethane tires.

Cantilever models specifications:

The lower rack storage platform to be formed of 16 gauge stainless steel, channeled down on all four sides with two stainless steel reinforce members underneath. Unit to be mounted on four 4" diameter swivel type casters with polyurethane tires.

Unit to be provided with the following accessories:

Accessories

- ACC-63 5" diameter swivel casters with polyurethane tires in lieu of 4" diameter swivel casters. (Add 1-1/8" to height)
- ACC-41 Caster brakes on two diagonal casters.
- **ACC-50** Perimeter bumpers with replaceable corner bumpers. (Add 1-1/4" to length and width)
- ACC-51 Guides for automatic tray stacking.
- ACC-52 Vertical corner bumpers only. Easy to replace. (Add 1-1/4" to length and width)

ECADDY CORPORATION

 509 Sharptown Road
 P.O. Box 345

 Bridgeport, NJ
 08014-0345

 Tel:
 856-467-4222
 Fax:
 856-467-5511

 internet:
 www.caddycorp.com

All specifications subject to change without notice

TriMark

03/18

Metro



We put space to work.

Job _____

Item #

MetroMax[®] 4 Polymer Shelving Starter and Add-on Units.

All-polymer corrosion proof shelving with removable shelf mat sections. Shelves and polymer posts offer a lifetime warranty against rust and corrosion. Shelf mats and posts have built-in Microban® antimicrobial product protection. Rigid four-sided shelf frame and robust corner with complete 360° capture of the wedge and post ensure stability, strength and structural integrity. Starter and Add-on units have maximum capacity of 2,000 lbs. (907kg) evenly distributed. Units assemble easily- shelves mount on four one-piece wedges along grooved, numbered posts. Shelves adjust on 1" (25mm) increments.

- · Starter units: include open grid mat shelves and posts under one easy to order model number.
- · Add-on units: include (2) posts, open grid mat shelves, and S-hooks to connect a unit end-to-end under one easy to order model number.
- · Corner (Right Angle) units: allow easy access to the shelf contents by eliminating a front post. They are configured using a starter unit, an add-on unit and a corner "S" Hook kit.
- Rust & Corrosion Proof : All-polymer construction withstands moisture, chemicals, and harsh environments.
- · Lifetime: Polymer shelves and posts offer a Lifetime Warranty against rust and corrosion.
- · Proven Stability: Proven Metro corner design and rigid four-sided shelf frame deliver sturdy runs of shelving.
- Easy-to-Clean: 6" (152mm) wide shelf mats easily remove from the shelf for cleaning by hand or in a commercial washer / dish machine.
- Microban® Antimicrobial Product Protection: is built into the shelf mats and posts to inhibit the growth of bacteria, mold, mildew, and fungus that cause odors and product degradation. Microban product protection keeps the product "cleaner between cleanings".
- Smooth, Protective Surfaces: Smooth, flat surfaces protect packaged shelf contents from unwanted rips, tears, or damage.
- Efficient Use of Space: Shelves adjust on 1" (25mm) increments along the post to maximize the use of available vertical space.
- Fast, Easy Assembly Shelves are ready to use right out of the box. One-piece wedges securely attach to the posts - Raised beads on the back of each wedge snap into the grooves on the post. Window on wedge aligns with numbers on the post to locate the desired shelf position. Shelf seats into position over the posts and wedges. A unit can be assembled without tools in minutes.
- Open Grid mats: promote air flow and light penetration. Solid shelves are ordered separately.
- · NSF Listed: for all environments.
- Optional Accessories: are on spec sheet 9.25.



All Metro Catalog Sheets are available on our website: www.metro.com



InterMetro Industries Corporation

North Washington Street, Wilkes-Barre, PA 18705 Product Information. U.S. and Canada: 1.800.992.1776 Outside U.S. and Canada: www.metro.com/contactus





Starter Unit



Capacity per Shelf: End-to-End Configuration

Up to 48" (1219mm) length: 800 lbs. (363kg) 54" (1372mm) or longer: 600 lbs. (272kg)



Starter Unit

Add-on Unit

Capacity per Shelf: Corner (Right Angle) Configuration Up to 48" (1220mm) length: 500 lbs. (227kg) 54" (1372mm) or longer: 400 lbs. (181kg)

Information and specifications are subject to change without notice. Please confirm at time of order.

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We put space to work.

:()

Job _

MetroMax[®] 4 Starter & Add-on Units

Material Specifications:

- Shelf Mats: Polypropylene. Mats contain Microban® antimicrobial product protection.
- Longitudinal Beams: Pultrusions continuous glass fibers and thermoset resin composite.
- · End Beams, Adjustable Foot and Socket, Shelf Wedge Connector: reinforced nylon.
- **Posts:** Pultrusions continuous glass fibers and thermoset resin composite with built-in Microban® antimicrobial product protection.
- Post Cap: High-density polyethylene.
- Continuous Temperature Exposure Range (with shelves under load): -20/120° F (-29/49° C). For cleaning the maximum intermittent temperature exposure is 212° F (100° C).

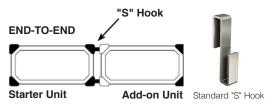
Starter Units: consist of four or five open grid shelves and four posts.

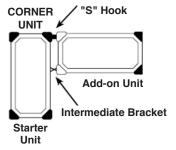
Add-on Units: consist of four or five shelves, (2) posts, and standard S-Hook Kits (2 per shelf) to configure end-to-end units. Four tier units include (8) standard "S" Hooks. Five tier units include (10) standard "S" Hooks.

Corner (Right Angle) Configurations: select one add-on unit and a corner unit S-hook Kit.

Four-tier Corner Unit "S" Hook Kit: **Model No.** MAX4-CNR4. includes 4 brackets. Five-tier Corner Unit "S" Hook Kit: **Model No.** MAX4-CNR5. includes 5 brackets. Note: Shelf capacity

NOTE: "S" Hooks pictured are compatible with MetroMax 4 only.







To create a corner (right angle) add-on unit, use the Corner Unit "S" Hook Kits.

5-tier: uses 74³/₁₆" (1884) tall posts.

	Five open grid shelves									en grid, one	e solid	shelf
Nom	ninal W x L		Approx	Pkd. Wt		Approx.	Pkd. Wt.				Approx.	Pkd. Wt.
in.	mm	Starter Model Number	lbs.	kg	Add-on Model Number	lbs.	kg		Nominal W x L	Starter Model Number	lbs.	kg
18x24	457x610	5X317G4	40.4	18.3	5AX317G4	38.0	17.2		18x24	5X317H4	40.6	18.4
18x30	457x760	5X327G4	45.9	20.8	5AX327G4	43.5	19.7		18x30			
18x36	457x914	5X337G4	53.0	24.1	5AX337G4	50.6	23.0		18x36	5X337H4	53.4	24.2
18x42	457x1060	5X347G4	56.7	25.7	5AX347G4	54.3	24.6		18x42			
18x48	457x1219	5X357G4	62.7	28.4	5AX357G4	60.3	27.4		18x48	5X357H4	63.2	28.7
18x60	457x1524	5X367G4	73.0	33.1	5AX367G4	70.6	32.0		18x60	5X367H4	73.7	33.4
21x24	530x610	5X417G4	43.3	19.6	5AX417G4	40.9	18.5		21x24			
21x30	530x760	5X427G4	49.4	22.4	5AX427G4	47.0	21.3		21x30			
21x36	530x914	5X437G4	56.9	25.8	5AX437G4	54.5	24.7		21x36			
21x42	530x1060	5X447G4	61.4	27.9	5AX447G4	59.0	26.8		21x42			
21x48	530x1219	5X457G4	68.2	30.9	5AX457G4	65.8	29.8		21x48			
21x60	530x1524	5X467G4	79.7	36.1	5AX467G4	77.3	35.0		21x60			
24x24	610x610	5X517G4	45.3	20.5	5AX517G4	42.9	19.5		24x24	5X517H4	45.8	20.8
24x30	610x760	5X527G4	52.8	23.9	5AX527G4	50.4	22.9		24x30			
24x36	610x914	5X537G4	61.3	27.8	5AX537G4	58.9	26.7		24x36	5X537H4	61.8	28.0
24x42	610x1060	5X547G4	67.8	30.8	5AX547G4	65.4	29.7		24x42			
24x48	610x1219	5X557G4	74.3	33.7	5AX557G4	71.9	32.6		24x48	5X557H4	75.1	34.1
24x60	610x1524	5X567G4	86.3	39.1	5AX567G4	83.9	38.1		24x60	5X567H4	87.8	39.8



METRO

Page 2

Note: Actual width, add 1/2" (13mm) to nominal width. Actual Length, Subtract 1/16" (2mm) from nominal length.

Job



MetroMax[®] 4 Starter & Add-on Units

To create a corner (right angle) add-on unit, use the Corner Unit "S" Hook Kits.

4-tier: with 62³/₁₆" (1580) tall posts, open grid shelves.

Nom	ninal W x L		Approx	. Pkd. Wt		Approx.	Pkd. Wt.
in.	mm	Starter Model NUmber	lbs.	kg	Add-on Model Number	lbs.	kg
18x24	457x610	X316G4	32.5	14.7	AX316G4	30.5	13.8
18x30	457x760	X326G4	36.9	16.7	AX326G4	34.9	15.8
18x36	457x914	X336G4	42.6	19.3	AX336G4	40.6	18.4
18x42	457x1060	X346G4	45.5	20.7	AX346G4	43.5	19.8
18x48	457x1219	X356G4	50.3	22.8	AX356G4	48.3	21.9
18x60	457x1524	X366G4	58.6	26.6	AX366G4	56.6	25.7
21x24	530x610	X416G4	34.8	15.8	AX416G4	32.8	14.9
21x30	530x760	X426G4	39.7	18.0	AX426G4	37.7	17.1
21x36	530x914	X436G4	45.7	20.7	AX436G4	43.7	19.8
21x42	530x1060	X446G4	49.3	22.4	AX446G4	47.3	21.5
21x48	530x1219	X456G4	54.7	24.8	AX456G4	52.7	23.9
21x60	530x1524	X466G4	63.9	29.0	AX466G4	61.9	28.1
24x24	610x610	X516G4	36.4	16.5	AX516G4	34.4	15.6
24x30	610x760	X526G4	42.4	19.2	AX526G4	40.4	18.3
24x36	610x914	X536G4	49.2	22.3	AX536G4	47.2	21.4
24x42	610x1060	X546G4	54.4	24.7	AX546G4	52.4	23.8
24x48	610x1219	X556G4	59.6	27.0	AX556G4	57.6	26.1
24x60	610x1524	X566G4	69.2	31.4	AX566G4	67.2	30.5



Note: Actual width, add 1/2" (13mm) to nominal width. Actual Length, Subtract 1/16" (2mm) from nominal length

4-tier: with 74³/₁₆" (1580) tall posts, open grid shelves.

Approx. Pkd. Wt. Nominal W x L Approx. Pkd. Wt. in mm Starter Model NUmber Ibs. Add-on Model Number lbs kg kg 18x24 457x610 MF-182474G-S-434.0 MF-182474G-A-4 31.2 14.2 15.4 18x30 457x760 MF-183074G-S-438.4 MF-183074G-A-4 35.6 16.1 17.4 18x36 457x914 MF-183674G-S-444.0 20.0 MF-183674G-A-4 41.2 187 457x1060 MF-184274G-S-447.2 18x42 21.4 MF-184274G-A-4 44.4 20.1 18x48 457x1219 MF-184874G-S-452.0 23.6 MF-184874G-A-449.2 22.3 18x54 457x1372 MF-185474G-S-455.6 25.2 MF-185474G-A-4 52.8 23.9 18x60 457x1524 MF-186074G-S-460.0 27.2 MF-186074G-A-4 57.2 25.9 21x24 530x610 MF-212474G-S-436.4 16.5 MF-212474G-A-4 33.6 15.2 21x30 530x760 MF-213074G-S-441.2 18.7 MF-213074G-A-4 38.4 17.4 MF-213674G-A-4 44.4 21x36 530x914 MF-213674G-S-447.2 21.4 20.1 21x42 530x1060 MF-214274G-S-450.8 23.0 MF-214274G-A-4 48.0 21.8 21x48 530x1219 MF-214874G-S-456.4 25.6 MF-214874G-A-453.6 24.3 21x54 530x1372 MF-215474G-S-460.4 27.4 MF-215474G-A-457.6 26.1 MF-216074G-A-4 62.8 21x60 530x1524 MF-216074G-S-465.6 29.8 28.5 24x24 610x610 MF-242474G-S-438.0 17.2 MF-242474G-A-4 35.2 16.0 24x30 610x760 MF-243074G-S-444.0 20.0 MF-243074G-A-441.2 18.7 24x36 610x914 MF-243674G-S-450.8 23.0 MF-243674G-A-448.0 21.8 MF-244274G-A-4 53.2 610x1060 MF-244274G-S-456.0 24x42 25.4 24.1 24x48 610x1219 MF-244874G-S-461.2 27.8 MF-244874G-A-458.4 26.5 24x54 610x1372 MF-245474G-S-466.0 29.9 MF-245474G-A-463.2 28.7 24x60 610x1524 MF-246074G-S-470.8 32.1 MF-246074G-A-4 68.0 30.8



Add-on units include 8 standard "S" hooks.



Note: Actual width, add 1/2" (13mm) to nominal width. Actual Length, Subtract 1/16" (2mm) from nominal length

All Metro Catalog Sheets are available on our website www.metro.com

MetroMax[®] 4 Polymer Shelving Starter and Add-on Units

an Ali Group Company



Metro

MetroMax®

Polymer Shelving Starter and Add-on Units



We put space to work.

Job _

Item #

MetroMax[®] i Polymer Shelving Starter and Add-on Units.

Polymer shelving with removable shelf mats. Shelves are constructed of advanced polymers with type 304 stainless steel corners. Shelves and polymer posts offer a lifetime warranty against rust and corrosion. Shelf mats and posts have built-in Microban® antimicrobial product protection. Rigid four-sided shelf frame and robust SS corner with complete 360° capture of the wedge and post ensure stability, strength and structural integrity. Each Starter and Add-on unit has a maximum capacity of 2,000 lbs. (907kg) evenly distributed. Units assemble easily — Shelves mount on four one-piece wedges along grooved, numbered posts. Shelves adjust on 1" (25mm) increments

- Starter units: include shelves and posts under one easy to order model number. "GX3" models include four or five open grid shelves.
- "HX3" models include grid shelves and one solid bottom shelf. • Add-on units: include (2) posts, open grid mat shelves, and S-hooks to
- connect a unit end-to-end under one easy to order model number.
- Corner (Right Angle) units: allow easy access to the shelf contents by eliminating a front post. They are configured using a starter unit, an add-on unit and a corner bracket kit.
- **Rust & Corrosion Proof :** All-polymer and Type 304 Stainless construction withstands moisture, chemicals, and harsh environments.
- Forever Guarantee: Polymer shelves and posts offer a Lifetime Warranty against rust and corrosion.
- **Easiest-to-Clean:** Smooth surfaces easily wipe clean. Shelf mats easily remove from the shelf for cleaning by hand or in a commercial washer / dish machine.
- Microban® Antimicrobial Product Protection: is built into the shelf mats and posts to inhibit the growth of bacteria, mold, mildew, and fungus that cause odors and product degradation. Microban product protection keeps the product "cleaner between cleanings".
- **Smooth, Protective Surfaces:** Smooth, flat surfaces protect packaged shelf contents from unwanted rips, tears, or damage.
- Efficient Use of Space: Shelves adjust on 1" (25mm) increments along the post to maximize the use of available vertical space.
- Fast, Easy Assembly: Shelves are ready to use right out of the box. One-piece wedges securely attach to the posts Raised beads on the back of each wedge snap into the grooves on the post. Window on wedge aligns with numbers on the post to locate the desired shelf position. Shelf seats into position over the posts and wedges. A unit can be assembled without tools in minutes.
- Robust Open Grid and Solid Mat Options: Shelf mats are sturdy and safely support concentrated loads from instrumentation and equipment. Built-in ship's edge helps contain supplies in mobile applications. Open grid mats are sectioned and promote air circulation and light penetration. One-piece solid mats offer maximum spill retention and are ideal to protect items on the bottom shelf from dirt or backsplashes from cleaning floors. Note: 72" L (1829mm) solid shelf has two mat sections.
- · NSF Listed for all environments.
- Maximum Versatility: complete line of accessories are found on spec sheet 9.25.



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InterMetro Industries Corporation

North Washington Street, Wilkes-Barre, PA 18705 Product Information. U.S. and Canada: 1.800.992.1776 Outside U.S. and Canada: www.metro.com/contactus



Five Tier Starter Unit



Starter Unit

Add-on Unit

Maximum Strength: Proven corner connection and rigid four-sided frame with center truss assure stability and strength.

Four Post Unit & End-to-End Add-on Unit:

1000 lbs. (454kg) per shelf for lengths of 24" to 48" (610 to 1219mm) 750 lbs. (340kg) per shelf for lengths of 54" (1372mm) or longer Stationary unit: 2000 lbs. (907kg) evenly distributed.

Corner Configuration "L" with an Add-on:

800 lbs. (363kg) per shelf for lengths of 24" to 48" (610 to 1219mm) 600 lbs. (272kg) per shelf for lengths of 54" (1372mm) or longer



L02-202 Printed in U.S.A. 6/22

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Crowlev ISD - RFP # 050-2024-2025



ETRO

We put space to work.

Regular "S" Hook location ➤ Intermediate bracket location

CORNER RIGHT ANGLE CONFIG

Add-On Unit

Intermediate Bracket

Post not required

Post

Starter

Unit

Job

MetroMax[®] i Starter & Add-on Units

Material Specifications:

- Shelf Mats: Polypropylene with built-in Microban antimicrobial product protection.
- Longitudinal Beams: Pultrusions continuous glass fibers and thermoset resin composite.
- End Beams, Adjustable Foot and Socket, Shelf Wedge Connector: reinforced nylon.
- Polymer Posts: Pultrusions continuous glass fibers and thermoset resin composite with built-in Microban® antimicrobial product protection.
- Post Cap and Center Beam Cap: High-density polyethylene.
- "S" Hook Tab Hole Plug: Vinyl.
- Collar and "S" Hook: Type 304 Stainless Steel.
- · Bonding of Longitudinal Beams to End Beams: High temperature polyamide adhesive and stainless steel screws.
- Continuous Temperature MetroMax[®] i can be used continuously within a range of -20/120° F (-29/49° C) with intermittent exposure to 212° F (100° C) for cleaning

Starter Units: consist of four or five open grid shelves and four posts.

Add-on Units: consist of four or five shelves, (2) posts, and standard S-Hook Kits (2 per shelf) to configure end-to-end units. Four tier units include (8) standard "S" Hooks and collar plugs. Five tier units include (10) standard "S" Hooks and collar plugs

Corner (Right Angle) Configurations: select one add-on unit and a corner unit bracket kit.

	4-Tier Unit with 63" posts								5-Tier Ur	nit with	74" p	osts	
	ominal h/Length (mm)	App Pkd. (Ibs.)		Cat. No. Starter Unit		pprox. kd. Wt. (kg)	Cat. No. Add-On Unit	App Pkd. (Ibs.)		Cat. No. Starter Unit	App Pkd. (Ibs.)		Cat. No. Add-On Unit
18x24	457x610	48.0	21.8	X316GX3	44.0	20.0	AX316GX3	60.0	27.2	5X317GX3	55.0	24.9	5AX317GX3
18x30	457x760	52.0	23.6	X326GX3	48.0	21.8	AX326GX3	65.0	29.5	5X327GX3	60.0	27.2	5AX327GX3
18x36	457x914	56.0	25.4	X336GX3	52.0	23.6	AX336GX3	70.0	31.8	5X337GX3	65.0	29.5	5AX337GX3
18x42	457x1060	64.0	29.0	X346GX3	60.0	27.2	AX346GX3	80.0	36.3	5X347GX3	75.0	34.0	5AX347GX3
18x48	457x1219	72.0	32.7	X356GX3	68.0	30.8	AX356GX3	90.0	40.8	5X357GX3	85.0	38.6	5AX357GX3
18x60	457x1524	88.0	39.9	X366GX3	84.0	38.1	AX366GX3	110.0	49.9	5X367GX3	105.0	47.6	5AX367GX3
18x72	457x1829	100.0	45.4	X376GX3	96.0	43.5	AX376GX3	125.0	56.7	5X377GX3	120.0	54.4	5AX377GX3
24x24	610x610	54.0	24.5	X516GX3	50.0	22.7	AX516GX3	65.0	29.5	5X517GX3	60.0	27.2	5AX517GX3
24x30	610x760	64.0	29.0	X526GX3	60.0	27.2	AX526GX3	80.0	36.3	5X527GX3	75.0	34.0	5AX527GX3
24x36	610x914	68.0	30.8	X536GX3	64.0	29.0	AX536GX3	85.0	38.6	5X537GX3	80.0	36.3	5AX537GX3
24x42	610x1060	76.0	34.5	X546GX3	72.0	32.7	AX546GX3	95.0	43.1	5X547GX3	90.0	40.8	5AX547GX3
24x48	610x1219	84.0	38.1	X556GX3	80.0	36.3	AX556GX3	105.0	47.6	5X557GX3	100.0	45.4	5AX557GX3
24x60	610x1524	92.0	41.7	X566GX3	88.0	39.9	AX566GX3	115.0	52.2	5X567GX3	110.0	49.9	5AX567GX3
24x72	610x1829	116.0	52.6	X576GX3	112.0	50.8	AX576GX3	145.0	65.8	5X577GX3	140.0	63.5	5AX577GX3

Actual Dimensions: Width: Add 1/4" (6mm) to nominal size. Length: Subtract 1/4" (6mm) from nominal size.

5-Tier Unit with 74" posts (4) Grid (1) Solid Shelves

	ominal h/Length (mm)	App Pkd. (Ibs.)		Cat. No. Starter Unit	No Widt (in.)	omir h/Le
18x24	457x610	56.4	25.6	5X317HX3	24x24	6
18x36	457x914	74.8	33.9	5X337HX3	24x36	6
18x48	457x1219	94.5	42.9	5X357HX3	24x48	6
18x60	457x1524	108.8	49.4	5X367HX3	24x60	6
	Dimensions: V size. Length: S size.				Actual I Length:	

5-Tier Unit with 74" posts (4) Grid (1) Solid Shelves

at. No. Starter		ominal h/Length		. Wt.	Cat. No.
Unit	(in.)	(mm)	(lbs.)	(kg)	Starter Unit
317HX3	24x24	610x610	71.7	32.5	5X517HX3
37HX3	24x36	610x914	91.0	41.3	5X537HX3
57HX3	24x48	610x1219	111.1	50.4	5X557HX3
67HX3	24x60	610x1524	126.6	57.4	5X567HX3

Actual Dimensions: Width: Add 1/4" (6mm) to nominal size. Length: Subtract 1/4" (6mm) from nominal size.

Needed for Corner (Right Angle) Configurations

Corner Add-on "S" Hook Kits

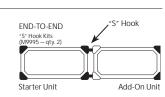




Four-tier Corner Unit Cat. No. MXCNR4

Five-tier Corner Unit Cat. No. MXCNR5

S-Hook & Collar Plug





18x 18x 18x

an Ali Group Company



RFP-050-2024-2025 Addendum 1 ISI Commercial Refrigeration, LLC Strategic Equipment, LLC Supplier Response

Event Information

Number: Title:	RFP-050-2024-2025 Addendum 1 Kitchen Equipment For DeerCreek ES, MeadowCreek ES &
nue.	Sycamore ES
Туре:	Request for Proposal
Issue Date:	12/18/2024
Deadline:	1/14/2025 02:00 PM (CT)
Notes:	Crowley ISD is receiving RFP's (Request for Proposals) for
	vendors that can supply the district with specific kitchen
	equipment that will be housed at DeerCreek ES, MeadowCreek
	ES & Sycamore ES. Full list of items including locations can be
	located under the "Attachments" tab of this RFP.

No exceptions or alternates will be accepted for this RFP. Below is a snapshot of items being requested in this RFP. This RFP

will be awarded to one (1) vendor based on the evaluation criteria of this RFP. The awarded vendor will work with the Director of Maintenance regarding delivery of items in question.

Manufacturer #	Item Description	Quantity Being Requested
TC5003WN	Speed Queen Washer	3
DC5003WE	Speed Queen Dryer	3
	Mod-U-Serve Drop Front	6
MCT-SM1	Milk Cooler	
C539-CLDC-4	Metro Mobile Proofer	3
PT-HC-30-SS-	Utility PassThough Heated	6
2S-2S-D	Cabinet	
PT-R-30-SS-	Utility PassThough	6
2S-2S-D	Refrigerator	
	Alto Shaam NG 120 Volt	12
7-20G PRO	Oven	
5016707	Stacking Hardware	6
5026980	Installation Kit	12
	Dormont Blue Hose Gas	12
1675KIT48	Connection Kit	
V2B18B	Vulcan Gas Range	3
CANRK162M	Regency Can Rack	3
LG-2436-BRK	Little Giant Utility Cart	6
600DP482212		3
P	Regency Dunnage Rack	
CPMU244875	Cambro Mobile Drying	6
PDPKG	Rack	
600PR20316K	Regency Pan Rack	3
CM-1814-C	Mobile Tray Lowerator	6
Metro		12
5X537G4	Cold Storage Shelving	
Metro		36
5X567G4	Cold Storage Shelving	
Metro		18
5X56GX3	Dry Storage Shelving	

This RFP is in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200, the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) to procure vendors who provide goods and or services purchased by Crowley ISD using federal funds. All qualified vendors are encouraged to participate, including any vendor that has been awarded to a previous proposal with CISD. This proposal may be utilized by local, state, federal, child nutrition and grant funded programs. The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO BID the line items they do not have access to. All submitted proposals will be evaluated.

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

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

A. Proposal received after the time limit for receiving proposals as stated in the advertisement.

- B. Proposal containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient proposal guaranty, if required.

E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

Crowley ISD will be closed in observance of the holiday break from 12-23-2024 through 1-3-2025. The District will re-open on 1-6-2025.

All questions must be submitted via lonwave by 12:00 PM noon on 1-6-2025. No verbal responses will be provided. Should any questions be submitted via lonwave, all questions will be provided an answer on 1-7-2025 via lonwave via end of business day.

Bid will close promptly at 2pm on 1/8/2025. Prices will be read aloud on 1/8/2025 at 2:30pm via Zoom. The Zoom link is provided within attribute #16 and this reading is not mandatory. Once bid is evaluated, the recommendation is taken to CISD Board for approval, a notice of selection will go out in lonwave to vendors that submitted to this RFP.

Contact Information

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

ISI Commercial Refrigeration, LLC Information

Contact:	Chuck Taylor
Address:	2801 S. Valley Parkway
	Suite 200
	Lewisville, TX 75067
Phone:	(469) 240-7295
Fax:	(214) 631-6813
Toll Free:	(800) 777-5070
Email:	chuck.taylor@trimarkusa.com
Web Address:	www.trimarkstrategic.com

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

Debra Stukey Signature Submitted at 1/14/2025 11:06:15 AM (CT) debra.stukey@trimarkusa.com Email

Supplier Note

Thank you for allowing Trimark the opportunity to bid this project

Requested Attachments

M/WBE/HUB Certificates	No response
Attach M/WBE/HUB Certificates here	
Additional Certification and or License	No response
Attach Additional Certification and or License here	
Main Vendor Info form	Crowley RFP-050-2024-2025 Vendor Pkt.pdf
Attach completed vendor information form here	
W9 Form	W-9 _TRIMARK_USA_LLCCUSTOM ER_LETTER-TX_(1) (3).pdf
Attach Vendor W9 Here	
Certificate of Insurance	TriMark Insurance 2024 (1).pdf
Attach copy of COI here	
Conflict of Interest Questionnaire	Crowley RFP 050-2024-2025 CIQ.pdf
Download the CIQ from the Attachme here.	ents tab and upload a completed copy
Disclosure of Lobbying Activities	No response
Attach Disclosure of Lobbying Activities here if applies	
Data Sharing Agreement	No response
Attach completed Data Sharing Agreement here if it applies	
Proposed Specifications	Crowley_ISDRFP050_202 4_2025_Specifications.pdf
Please proposed specifications here in PDF format. This should be for all item	ns being requested in this RFP.

Response Attachments

Crowley_ISD___RFP___050_2024_2025 Quote.pdf

Quote

TRIMARK BID EXCEPTIONS_CROWLEYISD_RFP050-2025-2025.pdf

Trimark Bid Exceptions

Bid Attributes

1	Holiday Observance Closure ***Crowley ISD will be closed in observance of the holiday break from 12-23-2024 through 1-3-2025. The District will re-open on 1-6-2025.*** All questions must be submitted via lonwave by 12:00 PM noon on 1-6-2025. No verbal responses will be
	provided. Should any questions be submitted via lonwave, all questions will be provided an answer on 1-7-2025 via lonwave via end of business day.
2	Section 1.0 - Proposal Requirements
3	Authorized Signature The undersigned, in submitting this Request for Proposals and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of CISD; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this RFP. ~~~This is your electronic signature. ✓ Yes No
4	Authorized Representative Name and Title Name and title of authorized official signing this document. Micheal Nelson
5	Crowley ISD Instructions to Proposers Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP. Interested vendor must review and agree to the Instructions document located in the Attachment tab of this RFP. ~~~This is your electronic signature. ☑ Yes □ No

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

B Crowley ISD District Overview

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

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

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

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

9 Communications Statement

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

~~~This is your electronic signature.

Ves, I understand

🗌 No

### Scope of Work

0

Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP.

#### No exceptions or alternates will be accepted for this RFP. Below is a snapshot of items being requested in this RFP. This RFP will be awarded to one (1) vendor based on the evaluation criteria of this RFP. The awarded vendor will work with the Director of Maintenance regarding delivery of items in question.

| Manufacturer #      | Item Description                     | Quantity Being Requested |
|---------------------|--------------------------------------|--------------------------|
| TC5003WN            | Speed Queen Washer                   | 3                        |
| DC5003WE            | Speed Queen Dryer                    | 3                        |
| MCT-SM1             | Mod-U-Serve Drop Front Milk Cooler   | 6                        |
| C539-CLDC-4         | Metro Mobile Proofer                 | 3                        |
| PT-HC-30-SS-2S-2S-D | Utility PassThough Heated Cabinet    | 6                        |
| PT-R-30-SS-2S-2S-D  | Utility PassThough Refrigerator      | 6                        |
| 7-20G PRO           | Alto Shaam NG 120 Volt Oven          | 12                       |
| 5016707             | Stacking Hardware                    | 6                        |
| 5026980             | Installation Kit                     | 12                       |
| 1675KIT48           | Dormont Blue Hose Gas Connection Kit | 12                       |
| V2B18B              | Vulcan Gas Range                     | 3                        |
| CANRK162M           | Regency Can Rack                     | 3                        |
| LG-2436-BRK         | Little Giant Utility Cart            | 6                        |
| 600DP482212P        | Regency Dunnage Rack                 | 3                        |
| CPMU244875PDPKG     | Cambro Mobile Drying Rack            | 6                        |
| 600PR20316K         | Regency Pan Rack                     | 3                        |
| CM-1814-C           | Mobile Tray Lowerator                | 6                        |
| Metro 5X537G4       | Cold Storage Shelving                | 12                       |
| Metro 5X567G4       | Cold Storage Shelving                | 36                       |
| Metro 5X56GX3       | Dry Storage Shelving                 | 18                       |

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

The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO BID the line items they do not have access to. All submitted proposals will be evaluated.

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

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

✓ Yes, I understand

No

| 1 | Delivery of All Equipment | |
|--------|--|----------------------------------|
| 1 | Items must be delivered to CISD Warehouse Building 10400 N. Crowley Rd. Crowley TX available for the awarded vendor to utilize during the delivery. Awarded vendor will work Maintenance on schedule for installation of equipment. | |
| | As a reminder, all new equipment are turn-key purchases and must include all needed in related costs. | stallations, equipment and |
| | ~~~This is your electronic signature. | |
| | Yes, I understand | |
| | No | |
| 1
2 | Removal of Packaging | |
| 2 | The awarded vendor(s) will be required to remove and discard from Crowley ISD premise this project. | es any and all packaging for |
| | ~~~This is your electronic signature that you agree. | |
| | ✓ Yes, I understand | |
| | | |
| 1
3 | Period of Performance
The period of performance will be from date of award through June 30, 2025. Crowley IS | SD has the option to optiond |
| | this RFP at the end of any period of performance for up to 120 days if determined to be
district to ensure availability of products and or services for the quantity and items as ic
be subject to the terms and conditions of this RFP. | e in the best interest of the |
| | ~~~This is your electronic signature. | |
| | Ves, I understand | |
| | No | |
| 1
4 | Estimated Annual Expenditures | |
| | Based on the current needs of Crowley ISD, the District estimates the spend amount for t approximately \$684,000.00. | this purchase to be |
| | | |
| | **This amount is an approximate. Actual amount will depend on awarded number | 'S.** |
| 1 | Tentative Timeline Information | |
| 5 | Timeline | Date |
| | RFP Advertised Date | 12/18/2024 9:00
A.M. CST |
| | All RFP Questions Due via Ionwave | 1/6/2025 12:00
P.M. CST |
| | All RFP Questions will be answered in Ionwave | 1/7/2025 End of |
| | RFP Closing Date | Business Day |
| | **Note this RFP will be publicly read aloud at 2:30 p.m. via Zoom on this date.
Zoom Link in attribute #17.** | 1/8/2025 2:00 P.M. CST |
| | Future Action Board Agenda Item | January 2025 |
| | Consent Board Agenda Item For Board Approval | January 2025 or
February 2025 |
| | Anticipated Award Date | Upon Board Approval |
| | | Date |

1 Award Information

The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO BID the line items they do not have access to. All submitted proposals will be evaluated.

CISD has the right to terminate said contract at any time with any vendor if it is in the best interest of the District. If contract will be terminated, vendor will receive a notice 30 days prior to termination from the Purchasing Department. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services that have been identified in this RFP.

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

~~~This is your electronic signature.

✓ Yes, I understand

No

| 17     | RFP Closing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | The bid will close promptly at 2:00 pm on January 8, 2025. This RFP will be publicly opened via Zoom at 2:30 pm on January 8, 2025. The bid tabulation reading of this RFP is not mandatory for vendors to attend. Proposal offer must remain valid for at least 180 days. All vendors will be notified of outcome selection awarded via lonwave once bid has been evaluated and awarded.                                                                                                                                                                                                                                          |
|        | To attend to the RFP closing call where each prospective bidder's submission will be read aloud, please click on the URL link at 2:30 p.m. CST on January 8, 2025 to attend. Please note, no questions will be answered during this time.                                                                                                                                                                                                                                                                                                                                                                                          |
|        | Nadia Powers is inviting you to a scheduled Zoom meeting.<br>Join Zoom Meeting<br><u>https://crowley-k12-tx-us.zoom.us/j/98917778490?pwd=VMaz18hmSOqEkOaGXb8dq91os1jRuW.1</u><br>Meeting ID: 989 1777 8490<br>Passcode: 038607                                                                                                                                                                                                                                                                                                                                                                                                     |
|        | <br>One tap mobile<br>+13462487799,,98917778490# US (Houston)<br>+12532050468,,98917778490# US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|        | Dial by your location         ++1 346 248 7799 US (Houston)         ++1 253 205 0468 US         ++1 253 215 8782 US (Tacoma)         ++1 669 444 9171 US         ++1 669 900 6833 US (San Jose)         ++1 719 359 4580 US         ++1 646 931 3860 US         ++1 646 931 3860 US         ++1 649 978 1000 US         ++1 689 278 1000 US         ++1 302 436 2866 US (New York)         ++1 305 224 1968 US         ++1 309 205 3325 US         ++1 312 626 6799 US (Chicago)         ++1 386 347 5053 US         ++1 307 473 4847 US         ++1 507 473 4847 US         ++1 564 217 2000 US         Meeting ID: 989 1777 8490 |
| 1<br>8 | Equipment and Installation Requirements<br>This proposal will be awarded to one vendor. All new equipment are turn-key purchases and must include all<br>needed installations, equipment and related costs. This is not a public works proposal.                                                                                                                                                                                                                                                                                                                                                                                   |
|        | ~~~This is your electronic signature.<br>☑ Yes, I understand<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| 1<br>9        | Proposal Preparation and Response Costs All travel, proposal preparation costs, and any costs related to the Vendors submitting a response to this proposal request shall be borne by the Vendor. The District will not be responsible for any Vendor expenses attributable to the preparation or response to this proposal request. ~~~This is your electronic signature.  Yes No                                                                                                                     |  |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 20            | Contract Dispute Resolution<br>All disputes arising in connection with the contract formed as a result of this proposal shall first be resolved through<br>good faith negotiation. If, after negotiating in good faith for a period of thirty (30) calendar days, the parties are<br>unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available<br>by law or in equity.<br>~~~This is your electronic signature.<br>✓ Yes, I understand<br>□ No |  |
| <b>2</b><br>1 | District Purchase Orders<br>Does your company accept district purchase orders?<br>Vendor must type "Yes" or "No" as an answer<br>Yes                                                                                                                                                                                                                                                                                                                                                                   |  |
| 22            | District Checks<br>Does your company accept district purchase checks for payment?<br>Vendor must type "Yes" or "No" as an answer<br>Yes                                                                                                                                                                                                                                                                                                                                                                |  |
| 23            | <ul> <li>W-9 Form</li> <li>Crowley ISD requires W-9's to be on file for all vendors from whom we purchase from. Please make sure to attach your current W9 to this advertised RFP prior to submitting your response. You may upload the document under the "Response Attachments" tab. Please indicate that you have read and will comply.</li> <li>~~~This is your electronic signature.</li> <li>✓ Yes, I understand</li> <li>□ No</li> </ul>                                                        |  |

| 24 | Original Invoice Submission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4  | All invoices for products and or services must include the processed purchase order number associated with that purchase. All invoices must be emailed to <u>accounts.payable@crowley.k12.tx.us</u> .                                                                                                                                                                                                                                                                                                                                                                                            |
|    | If vendor selects to mail paper copies of invoices, please send to the below:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|    | Crowley ISD<br>Attention: Accounts Payable<br>PO Box 688<br>Crowley TX. 76036                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|    | ~~~This is your electronic signature.<br>✓ Yes, I understand  No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 25 | Payments for Goods and Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5  | Payment for goods and services shall be governed by Texas Government Code 2251. Upon the Vendor's request, CISD shall furnish applicable tax exemptions that the District holds. The District may dispute an invoice by providing an explanation of the basis for the dispute. The Vendor shall be responsible in securing credit memos, as may be needed, for any problems that may occur during the length of this proposal for any reason, including but not limited to over priced items, incorrect shipping charges, standard returns, or any charges not in accordance with this proposal. |
| 26 | Credit Memos                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6  | CISD expects awarded vendor's sales representative and/or customer service department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this proposal such as over priced items, shipping charges etc.                                                                                                                                                                                                                                                                                                            |
| 27 | Tax Exempt Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7  | The Crowley Independent School District is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN PROPOSAL PRICES. Excise Tax Exemption Certificate will be furnished upon request. CISD Federal ID Number is 75-1247307. ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                   |
| 28 | No Deviations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8  | I certify that there are <b>NO</b> deviations from the attached Special Terms, Conditions, and Specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | ~~This is your electronic signature.<br>☐ Yes<br>☑ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 29 | Deviations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9  | If your Firm intends to deviate from the Specifications listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bids based upon any deviations indicated below. If none, please enter N/A (not applicable).                                                                                                                                                                 |
|    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| 3  | Dun & Bradstreet Number (DUNS #)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0  | The Data Universal Numbering System, abbreviated as DUNS or D-U-N-S, is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS number is a nine-digit number issued by D&B assigned to each business location in the D&B database having a unique, separate, and distinct operation for the purpose of identifying them. Please enter your DUNS #. If you do not have one, please enter N/A (not applicable).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | 117447118                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 31 | Covid-19 Vaccine Passport Prohibition<br>Vendor certifies that it does not require its customers to provide any documentation certifying the customer's<br>COVID-19 vaccination or post-transmission recovery on entry to gain access to, or to receive service from the<br>Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor<br>ineligible for a state-funded contract.<br>~~~This is your electronic signature.<br>Ves, I understand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|    | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 32 | Debts and Delinquencies Affirmation         Vendor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.         ~~~This is your electronic signature.         ✓ Yes         No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 33 | Non-Collusive Bidding Certificate<br>NON-COLLUSIVE BIDDING CERTIFICATE- By submission of this bid or proposal, the vendor certifies that: a) This<br>bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any<br>competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to<br>the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; c) No<br>attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit<br>a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding<br>the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as<br>well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID<br>OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above.<br>~This is your electronic signature.<br>☑ Yes<br>□ No |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

### 3 Criminal Background Check Requirement

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

~~~This is your electronic signature.

Ves, I understand

No

3 Crowley ISD Indemnification/Fingerprinting Info

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

~~~This is your electronic signature.

🗸 Yes

No

### 3 Crowley ISD Insurance Provisions

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

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

~~~This is your electronic signature.

Yes, I understand

🗌 No

3 Felony Conviction Notification

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

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

No

### 3 Felony Conviction Details

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

N/A

### 3 Disclosure of Interested Parties

House Bill 1295 - Disclosure of Interested Parties: CISD may not enter into certain contracts with a business entity that is in excess of \$50,000 or more in one transaction unless the business entity submits a disclosure of interested parties to CISD at the time the business entity submits the signed contract. The Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm provides the appropriate instructions on how to file Form 1295. CISD Purchasing Department will request the form 1295 as needed.

| 40 | <b>Conflict of Interest Questionnaire</b><br>Conflict of Interest: It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: <u>https://www.ethics.state.tx.us/forms/conflict/</u> . By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. (Ref H.B. 23.) |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <ul> <li>Officers of the Crowley Independent School District are as follows:</li> <li>Dr. Michael McFarland, Superintendent of Schools</li> <li>Daryl R.Davis,II, Board President</li> <li>Gary Grassia, 1st Vice President</li> <li>Dr. Mia Hall, 2nd Vice President</li> <li>Nedra Robinson, Board Secretary</li> <li>June Davis, Board of Trustee Member</li> <li>Dr. La Tonya Woodson-Mayfield, Board of Trustee Member</li> <li>Kelicia Stevenson, Board of Trustee Member</li> </ul>                                                                                                                                                                                                                                                                                                          |
|    | The Conflict of Interest Questionnaire form can also be located under the "Attachments Tab" of this advertised RFP.<br>If you are required to file, attach your completed conflict of interest questionnaire under the "Response<br>Attachments" Tab of this RFP.<br>If there is a conflict of interest, answer yes and then complete the conflict of interest questionnaire and upload it to<br>the "Response Attachments" tab of this RFP.                                                                                                                                                                                                                                                                                                                                                        |
|    | If there is no Conflict of Interest, please select N/A for your answer and mark N/A on the conflict of interest questionnaire, sign the form and then upload it under the "Response Attachments" tab of this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4  | <b>Prohibition on Contracts with Companies Boycotting Israel (HB 89)</b><br>Pursuant to Texas Government Code, Chapter 2270, as amended, if Proposer is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Proposer represents and warrants to the Owner that the Proposer does not boycott Israel and will not boycott Israel during the term of this Agreement.                                                                                                                                                                                                                                                                                                |
|    | <b>Note:</b> On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.                                                                                                                                                                                                |
|    | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | ☑ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| 42            | Prohibition on Contracts with Certain Companies (SB 252)                                                                                                                                                                                                                                                                                                                                                  |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2             | The Proposer verifies that neither the company, nor any subsidiaries, nor entities under common control, are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization"                                                                                                                                                                               |
|               | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                     |
|               | ✓ Yes                                                                                                                                                                                                                                                                                                                                                                                                     |
|               | No                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>4</b><br>3 | Prohibition from Contracting with Abortion Providers                                                                                                                                                                                                                                                                                                                                                      |
| 3             | Pursuant to Texas Government Code Chapter 2272, Vendor certifies by its signature below that it is not an abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the vendor has such a prohibited affiliation or contractual relationship. |
|               | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                     |
|               | ☑ Yes                                                                                                                                                                                                                                                                                                                                                                                                     |
|               | □ No                                                                                                                                                                                                                                                                                                                                                                                                      |
| 44            | Contract with person indebted to school district Texas Education Code 44.044                                                                                                                                                                                                                                                                                                                              |
| 4             | Sec. 44.044. CONTRACT WITH PERSON INDEBTED TO SCHOOL DISTRICT.                                                                                                                                                                                                                                                                                                                                            |
|               | a) The board of trustees of a school district by resolution may establish regulations permitting the school district to refuse to enter into a contract or other transaction with a person indebted to the school district.                                                                                                                                                                               |
|               | b) It is not a violation of this subchapter for a school district, under regulations adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the school district.                                                                                                                               |
|               | c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the school district requiring approval by the board.                                                                        |
|               | I certify I am not indebted to Crowley ISD.                                                                                                                                                                                                                                                                                                                                                               |
|               | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                     |
|               | ☑ I certify                                                                                                                                                                                                                                                                                                                                                                                               |
|               | I do not certify                                                                                                                                                                                                                                                                                                                                                                                          |

### 4 Code of Conduct

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

~~~This is your electronic signature.

I certify

I do not certify

4 Resident Bidder's Certification

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

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

~~~This is your electronic signature.

🗸 Yes

No

### 4 Non-Resident Bidder's Certification

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

N/A

### 4 Place of Business

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

1.Has its principal place of business been located in the state of Texas; OR2.Employs at least 500 persons in the state of Texas3.IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?

Yes Lewisville, Tx.

### 4 Number of Employees

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

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

Texas Base we have less than 500 employees in Texas

### 5 Public Records Notification

The District is subject to the Texas Public Information Act and its limited exceptions. When applicable, District will provide third party notice but assumes no other liability or obligation to protect from disclosure third party information or records. Tex. Gov't Code § 552.305. I acknowledge and agree.

~~~This is your electronic signature.

🗹 Yes, I Agree

No

5 Objections to the Public Records Notification

If your Firm has any objections to the release of information provided and contained in this solicitation, please list your objections below. Only those organizations providing objections below will receive third party notification. Objections to the release of information are subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. If no objections, please enter N/A (not applicable).

N/A

5 Confidential Information Attached

If any of a respondent's information is considered to be confidential or a trade secret belonging to the respondent and, if released would give advantage to a competitor or respondent, that information should be submitted with the proposal in a separate attachment marked 'CONFIDENTIAL.' The release of information marked 'Confidential' is subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas.

| 5
3 | Compliance with Texas Family Code Provision |
|--------|--|
| 3 | Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. Select applicable certification: |
| | Certification 1:
Person(s) certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal |
| | (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. Please attach sheet of names and signatures in the Response Attachments tab. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, check not applicable. |
| | Certification 2: |
| | Proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. |
| | ~~~This is your electronic signature. |
| | ✓ Yes
□ No |
| | |
| 5
4 | American With Disabilities Act |
| 4 | Vendor represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended. |
| | ~~~This is your electronic signature. |
| | |
| | No |

TRS Retiree Reporting

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

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

~~~This is your electronic signature.

N/A

# 5 Change in Law and Compliance with Laws

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

~~~This is your electronic signature.

Ves, I understand

No

5 Critical Infrastructure Subcontracts

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

~~~This is your electronic signature.

🗸 Yes

No

| 58 | Electrical Items All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA)This is your electronic signature. Yes No No N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 59 | Federal Occupational Safety and Health Law         Vendor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).         ~~~This is your electronic signature.         ☑ Yes         □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 60 | Buy American Provision         The District/State agency/Territory participates in the National School Lunch Program and School Breakfast         Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).         Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.         Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.         Does Vendor Agree? Yes or No or if this does not apply to you, please select N/A         ~~~This is your electronic signature. $\square$ Yes $\square$ No $\square$ No |

| 61 | Civil Rights/Discrimination The vendor will be in compliance with mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities. Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.  ~This is your electronic signature.  Yes No |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 62 | Immigration         Vendor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 et seq.) and all subsequent immigration laws and amendments. process the vendor will be in compliance.         ~~~This is your electronic signature.         ✓ Yes         No                                                                                                                                                                                                                                                                                                                                                                                 |
| 63 | Media Release         Vendor shall not use CISD name, logo, or other likeness in any press release, marketing material, or other announcement without district prior written approval. CISD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the proposal or the services to which they relate without CISD prior written consent, and then only in accordance with explicit written instructions from the district.         ~~~This is your electronic signature.         ✓ Yes         □ No                                                                                     |
| 64 | Buy Texas Affirmation In accordance with Section 2155.4441 of the Texas Government Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this stateThis is your electronic signature. ☑ Yes □ No                                                                                                                                                                                                                                                                                                                                 |

| 6<br>5 | Antitrust Affirmation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5      | The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this proposal, neither I nor any representative of the bidder has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this proposal, neither I nor any representative of the bidder has violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this proposal to a competitor of the bidder or any other company, corporation, firm, partnership or individual engaged in the same line of business as the bidder. |
|        | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | ✓ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 66     | Technology Access Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6      | Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Vendor represents and warrants to CISD that the technology provided to the district for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:                                                                                                                                                                                                 |
|        | <ul> <li>providing equivalent access for effective use by both visual and non-visual means;</li> <li>presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and</li> <li>being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.</li> </ul>                                                                                                                                                                                                                                                                                                                |
|        | For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.                                                                   |
|        | In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | ✓ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| <u>6</u> | Data Sharing Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7        | Does your product or service involve the sharing of Student Data? The Data Sharing Agreement is attached for your review and can be found in the "Bid Attachments" Tab.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|          | 1. Data shall include but not limited to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|          | <ul> <li>CISD assigned student identification numbers</li> <li>CISD employee data</li> <li>Metadata</li> <li>User Content/Course Content</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|          | <ul> <li>All personally identifiable information in education records, directory data and other non-public education</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|          | <ol> <li>Personally identifiable information (PII) as identified in the Family Education Rights and Privacy Act (FERPA)</li> <li>De-identified information- Data or information that neither identifies nor provides the identity of an individual</li> </ol>                                                                                                                                                                                                                                                                                                                                                                    |
|          | **Note: If Crowley ISD will be making a purchase from your company, the data sharing agreement will be sent for review, completion of data and signature.**                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|          | Vendor must Answer either "Yes" " No" or " N/A"<br>~~~This is your electronic signature.<br>Yes<br>No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6<br>8   | <b>Prior Disaster Relief Contract Violation</b><br>Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor certifies that the individual or<br>business entity named in this proposal or contract is not ineligible to receive the specified contract and<br>acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.                                                                                                                                                                                                                                   |
|          | ~~~This is your electronic signature.<br>☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6<br>9   | <b>Disaster Recovery Plan</b><br>Upon request of the district, Vendor shall provide the descriptions of its business continuity and disaster recovery plans.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|          | ~~~This is your electronic signature.<br>☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7        | Financial Participation Prohibited Affirmation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 0        | Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from CISD to participate in the preparation of the specifications or solicitation on which this proposal or contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. |
|          | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|          | ✓ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|          | □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| 7      | Dealings with Public Servants Affirmation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|        | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | ☑ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 72     | <b>Firearm Entity/Trade Association Nondiscrimination</b><br>If VENDOR is not a sole proprietorship, has ten (10) or more employees, and the value of VENDOR's bid or<br>proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does<br>not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade<br>association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract<br>with the DISTRICT, unless excepted from that law.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|        | ~~~This is your electronic signature.<br>☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7      | Energy Company Poweett                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 73     | <b>Energy Company Boycott</b><br>As required by Texas Government Code Ann. Chapter 2274, if VENDOR has ten (10) or more employees, is not a sole proprietorship, and if the value of VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the DISTRICT, unless excepted by that law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|        | ~~~This is your electronic signature.<br>☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 74     | <b>Equal Employment Opportunity</b><br>Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder/proposer must certify that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|        | ~~~This is your electronic signature.<br>☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7<br>5 | Certification of Equal Employment Statement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5      | It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. |
|        | ~~~This is your electronic signature.<br>☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| 7  | Davis Bacon Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6  | Davis-Bacon Act wage rates for construction projects, 40 U.S.C. §3141 – §3144 and §3146 – §3148 as supplemented by Department of Labor regulation in 29 C.F.R. Part 5. If applicable to this contract, a copy of the current prevailing wage rate will be attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|    | ☑ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|    | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 77 | <b>Copeland Anti-Kickback Act</b><br>The Copeland Anti-Kickback Act, 40 U.S.C. §3145, and Department Of Labor regulations, 29 C.F.R. Part 3, prohibiting kickbacks in exchange for employment on the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|    | ✓ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 78 | <b>Certification Regarding Lobbying</b><br>Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of any 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 any for one pender of Congress in connection with this Federal grant 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 employe |
|    | ~~~This is your electronic signature.<br>☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 79 | Certificate Regarding Debarment Suspension<br>Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to<br>parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions<br>include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual<br>awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not<br>suspended or debarred. By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no<br>suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal<br>OMB, A-102, common rule.<br>~~~This is your electronic signature.<br>✓ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|    | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| 8<br>0 | <b>Disclosure of Lobbying Activities</b><br>Disclosure of Lobbying Activities (Form SF-LLL) and instructions for completion of the form are found under the "Attachments" tab. You must complete the form and attach it to your submission. If nothing to disclose, enter "N/A" and sign the form prior to attaching it.                                                                                                                                                                                                                                                                      |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 81     | Certification of Applicability to Sub-Contractors Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. ~~~This is your electronic signature. ☑ Yes □ No                                                                                                                                                                                                                                                                                                                                                                  |
| 82     | Subcontractor Information         If your company will have subcontractors for the duration of this contract, please list them here. If none, please enter N/A (not applicable).         Changes to the List of Subcontractors must be reviewed and approved in writing by the Crowley ISD Purchasing Department prior to any changes being made. This ensures that there is no conflict of interest involved during the duration of this agreement.         N/A                                                                                                                              |
| 83     | PR/Award # or Project Name Regarding Debarment Please enter your PR/Award # or Project Name regarding debarment IF YOU HAVE ONE. If you don't have a #, please enter N/A (not applicable). ~~~This is your electronic signature. N/A                                                                                                                                                                                                                                                                                                                                                          |
| 84     | Clean Air and Clean Water Act Proposer must be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).  ~-~~This is your electronic signature.  Yes No                                                                                                                                     |
| 85     | Energy Policy and Conservation Act<br>When federal funds are expended by Crowley ISD for any contract resulting from this procurement process, the<br>vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy<br>efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy<br>and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871). ~~~ This is your<br>electronic signature.<br>~~~This is your electronic signature.<br>Yes<br>No |

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## 8 Solid Waste Disposal Act

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

~~~This is your electronic signature.

✓ Yes

No

8 Rights to Inventions

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

~~~This is your electronic signature.

🗸 Yes

No

88

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

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

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

Vendor must type "Agree" or "Disagree."

~~~This is your electronic signature.

Agree

| 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 in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. |
| Pursuant to Federal Rule above, when federal funds are expended Crowley ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: |
| (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. |
| (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. |
| (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly. |
| ~~~This is your electronic signature.
☑ Yes
□ No |
| Encouragement of Historically Underutilized Business and Minority-and Women-Owned Businesses |
| The District establishes the following minimum percentage goals for District work to be performed by HUBs or M/WBEs as prime contractors or as subcontractors for work valued at or above \$50,000 and advertised for competitive bid or competitive sealed proposals: |
| 1. 20 percent of general purchases; |

- 2. 25 percent of professional services
 3. 20 percent of construction contracts

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

8 9

9 0

| 91 | MWBE/WBE/HUB Compliance If vendor will be subcontracting any work under this award, if successful, vendor must agree to comply with federal requirements stated on 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Please make sure to attach proper certification(s) in the response upload area. ~~~This is your electronic signature. Yes No |
|----|--|
| 92 | Record Retention When federal funds are expended by Crowley ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. I agree to comply with this Federal Rule. ~~~This is your electronic signature. ✓ Yes No |
| 93 | Breach of Contract
Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted
amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council
(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in
instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as
appropriate. Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD reserves
all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of
breach of contract by either party. I agree with this Federal Rule.
~~~This is your electronic signature.
Yes
No |
| 94 | Termination for Cause and Convenience Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Crowley ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Crowley ISD believes, in its sole discretion that it is in the best interest of Crowley ISD as of the termination date if the contract is terminated for convenience of Crowley ISD. Any award under this procurement process is not exclusive and Crowley ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Crowley ISD as of the termination date if the contract is terminated for convenience of Crowley ISD. Any award under this procurement process is not exclusive and Crowley ISD. I agree to abide by this Federal Rule. ~~~This is your electronic signature. ✓ Yes ✓ No |

| 9
5 | Prohibition on Telecommunications/Video Services or Equipment, 2 C.F.R. §200.216 |
|--------|---|
| C | All recipients of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation. The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities OR video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities. |
| | ~~~This is your electronic signature. |
| | ✓ Yes
□ No |
| 9
6 | Domestic Preference for Procurement |
| 6 | VENDOR will, as appropriate and consistent with law, to the greatest extent possible, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, concrete, and other manufactured products). These requirements must also be included in all sub-awards and contracts under VENDOR's contract. 2 C.F.R. §200.322. |
| | ~~~This is your electronic signature.
✓ Yes
□ No |
| 9
7 | Profit As a Separate Element |
| 7 | For purchases using federal funds in excess of \$150,000, a Cooperative Member may be required to negotiate profit as a separate element of the price. [See, 2 CFR 200.323(b).] When required by a Cooperative Member, Proposer agrees and certifies that it will provide information and negotiate with the Cooperative Member regarding profit as a separate element of the price for a particular purchase. However, Proposer agrees that the total price, including profit, charged by Proposer to the Cooperative Member shall not exceed the awarded pricing, including any applicable discount, under Proposer's Cooperative Contract. |
| | ~~~This is your electronic signature. |
| | ✓ Yes |
| 9 | Intangible Property |
| 98 | All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vets in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so. |
| | ~~~This is your electronic signature. |
| | ✓ Yes |
| | |

| 99 | Prohibited Employee Assistance Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job, if the Vendor knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. ~~~This is your electronic signature. ✓ Yes No |
|------|--|
| 1000 | Companies Engaged in Business with Iran, Sudan, or a Foreign Terrorist Organization In accordance with Texas Government Code, Chapter 2252, Subchapter F, school districts in the State of Texas, are prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Vendor certifies that it is not a listed company under any of those Texas Government Code provisions. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading our organization to believe that the Vendor was a listed company at the time of this procurement. ~~~This is your electronic signature. ✓ Yes ✓ No |
| 101 | Certificate Regarding Alcoholic Beverages and Tobacco-Free Campus Policy The VENDOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-
owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. ~~~This is your electronic signature. ✓ Yes □ No |

0 2

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

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

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:

a) The dangers of drug abuse in the workplace;

- b) The person's or organization's policy of maintaining a drug-free workplace;
- c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d) The penalties that may be imposed upon employees for drug abuse violations;

3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision

(a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. I, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will

(a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and

(c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

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

(a) made a false certification herein, or

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

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

~~~This is your electronic signature.

✓ Yes

1<br/>0<br/>3Certificate Regarding Worker's Compensation0<br/>4Labor Code section 3700 in relevant part provides: E

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

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

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

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

~~~This is your electronic signature.

✓ Yes

No

E-Verify Programs

0

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

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.

2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.

3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http:// www.dhs.gov/E-Verify.

4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.

5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.

6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

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

~~~This is your electronic signature.

🗸 Yes

No

| 1  | Compliance with Anti-Trust Laws                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 05 | Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that: 1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; 2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15; 3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and 4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.                                                                                                                                                                                                                                                   |
|    | Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|    | Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|    | <ul> <li>~-~This is your electronic signature.</li> <li>✓ Yes</li> <li>No</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1  | Interlocal Agreement Clause - EPCNT (Educational Purchasing Cooperative of North Texas)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 06 | Crowley ISD is a member of EPCNT ( <i>Educational Purchasing Cooperative of North Texas</i> ) interlocal agreement that allows for any vendor that is awarded to an EPCNT compliant bid with an EPCNT district member, to piggyback from awarded bids. Several governmental entities around the Crowley Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? ****If you (the Vendor) checked yes, the following will apply: Government entities utilizing Internal Governmental contracts with the CISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than CISD will be billed directly to that government entity and paid by that government entity. CISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/services as needed. |
|    | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|    | ✓ Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| 1             | Contractor's Certificate Regarding Cooperative Agreement                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| <b>0</b><br>7 | Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:                                                                                                                                                                                                           |  |  |  |  |  |  |  |
|               | (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use; |  |  |  |  |  |  |  |
|               | (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.                                                                                                                                                                       |  |  |  |  |  |  |  |
|               | (c) The term does not include:                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |
|               | <ul> <li>(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or</li> <li>(2) An agreement that provides only: (i) Direct United States Government cash assistance to an individual (ii) A subsidy (iii) A loan (iv) A loan guarantee, or (v) Insurance.</li> </ul>                                                                                                            |  |  |  |  |  |  |  |
|               | Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.                                                                                                                                                                                 |  |  |  |  |  |  |  |
|               | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |  |  |  |
|               | ✓ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |  |  |  |
| 1<br>0<br>8   | Affiliated Purchasing Cooperatives<br>Crowley ISD is currently affiliated with the below cooperatives. If your company is currently awarded to any of these<br>cooperatives and you are interested in submitting to this advertised line item RFP, you must submit to this proposal<br>for possible evaluation.                                                                                               |  |  |  |  |  |  |  |
|               | Cooperative Name                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |  |  |  |
|               | Allied State Cooperative                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |
|               | Buyboard Cooperative<br>Choice Partners Cooperative                                                                                                                                                                                                                                                                                                                                                           |  |  |  |  |  |  |  |
|               | Equalis Group Cooperative                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |  |  |  |
|               | Omnia Partners (Formally U.S. Communities) Cooperative<br>Sourcewell (Formally NJPA) Cooperative                                                                                                                                                                                                                                                                                                              |  |  |  |  |  |  |  |
|               | Tarrant County Cooperative Purchasing Program                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |  |  |  |
|               | Texas DIR (Texas Department of Information Resources)<br>Texas SmartBuy Cooperative                                                                                                                                                                                                                                                                                                                           |  |  |  |  |  |  |  |
|               | TIPS- USA (The Interlocal Purchasing System) Cooperative<br>TXMAS- Texas Comptroller                                                                                                                                                                                                                                                                                                                          |  |  |  |  |  |  |  |
| 1<br>0<br>9   | Section 2.0 - References                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |

| 1           | Reference Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10          | Please indicate below three business references that have contracted with your company to provide like products and/or services. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities. Note: Failure to supply complete reference information may be grounds for bid/proposal disqualification. It is the vendor's responsibility to make appropriate assurance that the references provided are aware that CISD will be contacting them for a reference check. Failure of the references to timely respond to our reference check will directly impact the points assigned for this information on the selection process. ~~ I have read and understand the references requirements. |
| 1           | Reference 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1           | Reference Number 1. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email<br>address, 6. Scope of project completed with this organization. Preferable references are school districts or other<br>governmental entities.<br>Carrollton Farmers Branch 1505 Randolph Street Carrollton, Tx. 75006 Debbie Lehman 972-968-6333<br>lehmand@cfbisd.edu                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1           | Reference 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 12          | Reference 2<br>Reference Number 2. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email<br>address, 6. Scope of project completed with this organization. Preferable references are school districts or other<br>governmental entities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|             | Richardson ISD !!23 S. Greenville ISD Richardson, Tx. 75091 Karen Cargile 469-593-0567<br>Karen.cargile@risd.org                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1           | Reference 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1<br>3      | Reference Number 3. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|             | Waco ISD 2025 S 19th St. Waco, Tx. 76706 Clifford Reece 254-752-5522 Clifford Reece                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1<br>1<br>4 | Section 3.0 - Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| 1                           | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|--|--|--|
| 1<br>5                      | Department of Agriculture, Administrators Reference Manual (ARM) Section 17, following<br>considerations shall be taken into account to determine the best value for the District.                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
|                             | Factors     Possible       Weighted     Averages                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
| 1     purchase price     30 |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
|                             | 2                                                                                                                                                                                                                                                                                                                                                                            | the reputation of the vendor or of the vendor's goods or services                                                                                                                                                                                                                                                                                                                                    | 15 |  |  |  |  |
|                             | 3                                                                                                                                                                                                                                                                                                                                                                            | the quality of the vendor's goods or services                                                                                                                                                                                                                                                                                                                                                        | 15 |  |  |  |  |
|                             | 4                                                                                                                                                                                                                                                                                                                                                                            | the extent to which the goods or services meet the District's needs                                                                                                                                                                                                                                                                                                                                  | 10 |  |  |  |  |
|                             | 5                                                                                                                                                                                                                                                                                                                                                                            | the vendor's past relationship with the District                                                                                                                                                                                                                                                                                                                                                     | 10 |  |  |  |  |
|                             | 6                                                                                                                                                                                                                                                                                                                                                                            | the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses                                                                                                                                                                                                                                                                            | 0  |  |  |  |  |
|                             | 7                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
|                             | 8                                                                                                                                                                                                                                                                                                                                                                            | for a contract for goods and services, other than goods and services related to<br>telecommunications and information services, building construction and maintenance, or<br>instructional materials, whether the vendor or the vendor's ultimate parent company or majority<br>owner:<br>a. has its principal place of business in this state; or<br>b. employs at least 500 persons in this state. | 0  |  |  |  |  |
|                             | 9                                                                                                                                                                                                                                                                                                                                                                            | the District will select the most highly qualified provider of this services on the basis of:<br>-demonstrated competence:<br>a. experience, etc.<br>-qualifications:<br>a. education<br>b. certification, licenses, etc.                                                                                                                                                                            | 10 |  |  |  |  |
| 1                           | Fals                                                                                                                                                                                                                                                                                                                                                                         | se Statements                                                                                                                                                                                                                                                                                                                                                                                        |    |  |  |  |  |
| 16                          | Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted proposal and any resulting contract. |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
|                             | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
|                             | ✓ Y<br>□ N                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                      |    |  |  |  |  |
| 1                           |                                                                                                                                                                                                                                                                                                                                                                              | rranty of Equipment                                                                                                                                                                                                                                                                                                                                                                                  |    |  |  |  |  |
| 7                           |                                                                                                                                                                                                                                                                                                                                                                              | ase provide warranty of all identified equipment here.                                                                                                                                                                                                                                                                                                                                               | ]  |  |  |  |  |
|                             | 266                                                                                                                                                                                                                                                                                                                                                                          | e quote attached mfg. warranty                                                                                                                                                                                                                                                                                                                                                                       |    |  |  |  |  |

## **Bid Lines**

| 1 | Kitchen Equipment Pricing Section                                                                                                                                                                                                               |  |  |  |  |  |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
|   | Interested vendors MUST attach a detailed specification of each item being proposed.                                                                                                                                                            |  |  |  |  |  |  |
|   | As a reminder, no exceptions or alternates will be accepted for this RFP.                                                                                                                                                                       |  |  |  |  |  |  |
|   |                                                                                                                                                                                                                                                 |  |  |  |  |  |  |
|   | The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO                                           |  |  |  |  |  |  |
|   | BID the line items they do not have access to. All submitted proposals will be evaluated.                                                                                                                                                       |  |  |  |  |  |  |
|   |                                                                                                                                                                                                                                                 |  |  |  |  |  |  |
| 2 | Speed Queen Washer                                                                                                                                                                                                                              |  |  |  |  |  |  |
|   | Quantity: 3 LIOM: FA                                                                                                                                                                                                                            |  |  |  |  |  |  |
|   | Quantity:     3     UOM:     EA       Manufacturer #:     TC5003WN                                                                                                                                                                              |  |  |  |  |  |  |
|   | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP.                                                                                                                                                           |  |  |  |  |  |  |
| 3 | Speed Queen Dryer                                                                                                                                                                                                                               |  |  |  |  |  |  |
|   |                                                                                                                                                                                                                                                 |  |  |  |  |  |  |
|   | Quantity: <u>3</u> UOM: EA No Bid                                                                                                                                                                                                               |  |  |  |  |  |  |
|   | Manufacturer #: DC5003WE                                                                                                                                                                                                                        |  |  |  |  |  |  |
|   | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP.                                                                                                                                                           |  |  |  |  |  |  |
| 4 | Mod-U-Serve Drop Front Milk Cooler                                                                                                                                                                                                              |  |  |  |  |  |  |
|   | Quantity: 6 UOM: EA Price: \$5,011.34 Total: \$30,068.04                                                                                                                                                                                        |  |  |  |  |  |  |
|   | Manufacturer #: MCT-SM1                                                                                                                                                                                                                         |  |  |  |  |  |  |
|   | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP.                                                                                                                                                           |  |  |  |  |  |  |
| 5 | Metro Mobile Proofer                                                                                                                                                                                                                            |  |  |  |  |  |  |
|   | Quantity: 3 UOM: EA Price: \$3,788.92 Total: \$11,366.76                                                                                                                                                                                        |  |  |  |  |  |  |
|   | Manufacturer #: C539-CLDC-4                                                                                                                                                                                                                     |  |  |  |  |  |  |
|   | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP.                                                                                                                                                           |  |  |  |  |  |  |
| 6 | Utility PassThough Heated Cabinet                                                                                                                                                                                                               |  |  |  |  |  |  |
|   |                                                                                                                                                                                                                                                 |  |  |  |  |  |  |
|   | Quantity:         6         UOM:         EA         Price:         \$16,723.17         Total:         \$100,339.02           Manufacturer #:         PT-HC-30-SS-2S-2S-D         Price:         \$16,723.17         Total:         \$100,339.02 |  |  |  |  |  |  |
|   | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP.                                                                                                                                                           |  |  |  |  |  |  |
| 7 | Utility PassThough Refrigerator                                                                                                                                                                                                                 |  |  |  |  |  |  |
|   |                                                                                                                                                                                                                                                 |  |  |  |  |  |  |
|   | Quantity:         6         UOM:         EA         Price:         \$13,730.18         Total:         \$82,381.08           Manufacturer #:         PT-R-30-SS-2S-2S-D         Price:         \$13,730.18         Total:         \$82,381.08    |  |  |  |  |  |  |
| 1 |                                                                                                                                                                                                                                                 |  |  |  |  |  |  |

| 8      | 8 Alto Shaam NG 120 Volt Oven                          |                                 |
|--------|--------------------------------------------------------|---------------------------------|
|        | Quantity: <u>12</u> UOM: <u>EA</u> Price:              | \$18,527.02 Total: \$222,324.24 |
|        | Manufacturer #: 7-20G PRO                              |                                 |
|        | Item Notes: As a reminder, no exceptions or alternates | will be accepted for this RFP.  |
| 9      | 9 Stacking Hardware                                    |                                 |
|        | Quantity: 6 UOM: EA Price:                             | \$1,377.55 Total: \$8,265.30    |
|        | Manufacturer #: 5016707                                |                                 |
|        | Item Notes: As a reminder, no exceptions or alternates | will be accepted for this RFP.  |
| 1<br>0 |                                                        |                                 |
|        | Quantity: 12 UOM: EA Price:                            | \$987.00 Total: \$11,844.00     |
|        | Manufacturer #: 5026980                                |                                 |
|        | Item Notes: As a reminder, no exceptions or alternates | will be accepted for this RFP.  |
| 1<br>1 | 1 Dormont Blue Hose Gas Connection Kit                 |                                 |
|        | Quantity: <u>12</u> UOM: <u>EA</u> Price:              | \$202.01 Total: \$2,424.12      |
|        | Manufacturer #: 1675KIT48                              |                                 |
|        | Item Notes: As a reminder, no exceptions or alternates | will be accepted for this RFP.  |
| 1<br>2 | 1 Vulcan Gas Range                                     |                                 |
|        | Quantity: <u>3</u> UOM: <u>EA</u> Price:               | \$5,363.15 Total: \$16,089.45   |
|        | Manufacturer #: V2B18B                                 |                                 |
|        | Item Notes: As a reminder, no exceptions or alternates | will be accepted for this RFP.  |
| 1<br>3 | 1 Regency Can Rack                                     |                                 |
|        | Quantity: <u>3</u> UOM: <u>EA</u>                      | No Bid                          |
|        | Manufacturer #: CANRK162M                              |                                 |
|        | Item Notes: As a reminder, no exceptions or alternates | will be accepted for this RFP.  |
| 1<br>4 | 1 Little Giant Utility Cart                            |                                 |
|        | Quantity: 6 UOM: EA                                    | No Bid                          |
|        | Manufacturer #: LG-2436-BRK                            |                                 |
|        | Item Notes: As a reminder, no exceptions or alternates | will be accepted for this RFP.  |

| 15     | 1 Regency Dunnage Rack                                                                                                            |                  |
|--------|-----------------------------------------------------------------------------------------------------------------------------------|------------------|
|        | Quantity: 3 UOM: EA                                                                                                               | No Bid           |
|        | Manufacturer #: 600DP482212P                                                                                                      |                  |
|        | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RF                                               | <sup>-</sup> P.  |
| 1      | Cambro Mobile Drying Rack                                                                                                         |                  |
| Ŭ      |                                                                                                                                   | \$6,568.98       |
|        | Quantity:       6       UOM:       EA       Price:       \$1,094.83       Total:         Manufacturer #:       CPMU244875PDPKG    | \$0,300.90       |
|        | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RI                                               | <br>FP.          |
| 1      |                                                                                                                                   |                  |
| 1<br>7 | 1   Regency Pan Rack     7                                                                                                        |                  |
|        | Quantity: <u>3</u> UOM: <u>EA</u>                                                                                                 | No Bid           |
|        | Manufacturer #: 600PR20316K                                                                                                       |                  |
|        | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RI                                               | <b>-</b> ₽.      |
| 1      | 1 Mobile Tray Lowerator                                                                                                           |                  |
| 8      |                                                                                                                                   |                  |
|        | Quantity:   6   UOM:   EA   Price:   \$1,854.60   Total:                                                                          | \$11,127.60      |
|        | Manufacturer #:       CM-1814-C         Item Notes:       As a reminder, no exceptions or alternates will be accepted for this RI | - D              |
|        |                                                                                                                                   | -F.              |
| 1<br>9 | 1 Cold Storage Shelving                                                                                                           |                  |
|        | Quantity: <u>12</u> UOM: <u>EA</u> Price: \$553.26 Total:                                                                         | \$6,639.12       |
|        | Manufacturer #: Metro 5X537G4                                                                                                     | <i> </i>         |
|        | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RF                                               | -P.              |
| 20     | 2 Cold Storage Shelving                                                                                                           |                  |
| 0      |                                                                                                                                   |                  |
|        | Quantity: 36   UOM: EA   Price: \$734.38   Total:                                                                                 | \$26,437.68      |
|        | Manufacturer #: Metro 5X567G4                                                                                                     |                  |
|        | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RI                                               | ·P.              |
| 2<br>1 | 2 Dry Storage Shelving                                                                                                            |                  |
|        | Quantity: 18 UOM: EA Price: \$1,042.63 Total:                                                                                     | \$18,767.34      |
|        | Manufacturer #: Metro 5X56GX3                                                                                                     |                  |
|        | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RE                                               | -P.              |
|        |                                                                                                                                   | al. \$551 610 70 |



## Exceptions to Bid Submitted by TriMark USA, LLC For RFP 050-2024-2025

TriMark USA, LLC ("TriMark") hereby submits its bid to Crowley Independent School District ("Contractor") for the foodservice equipment portion of the above referenced project subject to the following exceptions, which, if TriMark is awarded, shall be incorporated into the applicable agreement governing TriMark's work, regardless of any contrary language contained in any project/contract documents. In the event of any conflict between the applicable agreement, any other project/contract documents, or any terms incorporated therein and the terms of this Exceptions to Bid, the terms contained herein shall control.

- 1. Contractor shall provide to TriMark any contract between Contractor and Owner ("Prime Contract") if TriMark is to be subject to its terms, which are purported to flow down from the contract between Owner and Contractor to the agreement governing TriMark's work.
- 2. TriMark shall not be responsible or liable for and does not waive any claims it may have for costs or delay arising out of any errors or inconsistencies contained within any drawings, plans, engineer reports, specifications, measurements, and other submittals provided by other trades, architects, engineers, or consultants, which are reasonably relied upon by TriMark in completing its work.
- 3. Notwithstanding any contrary language within the applicable Contract Documents, if Contractor directs TriMark to provide work beyond or outside of scope, TriMark shall be entitled to payment for such additional work. If TriMark is required to incur premium or overtime labor expense due to schedule changes made by Contractor or Owner, TriMark shall be compensated for such additional expense so long as TriMark and/or subsubcontractors for which TriMark is responsible did not cause such schedule changes.
- 4. While TriMark will use its reasonable best efforts to accommodate any changes to the project schedule, should it be required to incur expense for stored materials and equipment due to schedule changes outside of its control, TriMark shall be entitled to reasonable payment for use of an insured warehouse upon presentment of bills of sale and certificates of insurance.
- 5. Notwithstanding any contrary language within any bid documents, contract documents, or any other documentation governing this project, TriMark shall not be responsible nor liable for delays or price increases outside of its reasonable control including, but not limited to, supply chain delays, price increases, or material shortage conditions.
- 6. Upon termination by either party, TriMark shall be compensated for its completed and accepted work through termination as well as payment for any custom items ordered for the



above referenced project that cannot be cancelled and any manufacturer restocking fees and shipping/handling fees incurred by TriMark for returned or cancelled materials and equipment.

- 7. TriMark shall only be liable for delay(s) or delay damages (liquidated or otherwise) caused directly by TriMark and/or sub-subcontractors for which TriMark is responsible and not arising from acts or conditions outside of TriMark's reasonable control.
- 8. TriMark's duty to indemnify, defend, or hold harmless shall not extend to any claim, cost, expense or liability solely arising out of or resulting from the negligent acts or omissions of Contractor, Owner, or their respective officers, directors, members, consultants, agents, employees, contractors, subcontractors, or their respective indemnitees.
- 9. TriMark shall not be liable for consequential damages.
- 10. All warranties on specified equipment properly installed and provided by TriMark are limited to the guarantees and warranties supplied by the original equipment manufacturer, which shall be assigned to the project Owner upon substantial completion. TRIMARK DISCLAIMS ANY AND ALL WARRANTIES OF EVERY KIND AND NATURE WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, with exception to any statutorily mandated warranties.
- 11. TriMark's submission of this bid or quote does not guarantee TriMark's acquisition of any payment, performance, or other bond that is or may be required, and there shall be no reliance on TriMark's submission of this bid or quote that any required bond will be secured.

The above listed Exceptions to Bid in no way limit TriMark's future review of any contract/project documents. TriMark shall not be bound by any terms and conditions contained in any bid document, project document, and/or contract document until executed by an authorized agent of TriMark.

| ACORD |  |
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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/18/2024

| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS<br>CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES<br>BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED<br>REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|--------------------------------------------------------|---------------|
| If SUE                                                                                                                                                                                                                                                                                                                                                                                                           | IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.<br>If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | ertificate does not confer rights to                                                                                                                                                                                                                                               | o the                 | cert                 | ificate holder in lieu of su                                            | CONTAC                                                                                                                                                               | ~ ``                       | ,                          |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | & McLennan Agency LLC                                                                                                                                                                                                                                                              |                       |                      |                                                                         | NAME:                                                                                                                                                                | Abbey Jac                  | cobsen                     | FAX                                                    |               |
| 20 Nort                                                                                                                                                                                                                                                                                                                                                                                                          | th Martingale Road                                                                                                                                                                                                                                                                 |                       |                      |                                                                         | (A/C, No,                                                                                                                                                            | Ext): 847-46               | 3-7342                     | (A/C, No): 847.44                                      | 0.9127        |
| Schaur                                                                                                                                                                                                                                                                                                                                                                                                           | mburg IL 60173                                                                                                                                                                                                                                                                     |                       |                      |                                                                         | E-MAIL<br>ADDRES                                                                                                                                                     | s: MWIL.Tr                 | iMark-BI@Ma                | rshMMA.com                                             |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      | INS                        | SURER(S) AFFOR             | RDING COVERAGE                                         | NAIC #        |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         | INSURER                                                                                                                                                              | A: Liberty N               | Autual Fire In             | surance                                                | 23035         |
| INSURED                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |                       |                      | TRIMUSA-01                                                              |                                                                                                                                                                      |                            |                            |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | ic Equipment, LLC,                                                                                                                                                                                                                                                                 |                       |                      |                                                                         |                                                                                                                                                                      |                            | rance Corpora              | •                                                      | 33600         |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | Valley Pkwy Ste 200<br>ille, TX 75067                                                                                                                                                                                                                                              |                       |                      |                                                                         | INSURER                                                                                                                                                              |                            |                            |                                                        |               |
| LCWISVI                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         | INSURER                                                                                                                                                              |                            |                            |                                                        |               |
| 001/50                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                    | TIFIC                 |                      |                                                                         | INSURER                                                                                                                                                              | (F:                        |                            |                                                        |               |
| COVER                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                    |                       |                      | <b>NUMBER:</b> 687480399                                                |                                                                                                                                                                      |                            |                            | REVISION NUMBER:                                       |               |
| INDICA<br>CERTII                                                                                                                                                                                                                                                                                                                                                                                                 | S TO CERTIFY THAT THE POLICIES<br>ATED. NOTWITHSTANDING ANY RE<br>FICATE MAY BE ISSUED OR MAY<br>ISIONS AND CONDITIONS OF SUCH                                                                                                                                                     | QUIR<br>PERT<br>POLIC | EME<br>AIN,<br>CIES. | NT, TERM OR CONDITION<br>THE INSURANCE AFFORDE<br>LIMITS SHOWN MAY HAVE | OF ANY<br>ED BY T                                                                                                                                                    | CONTRACT                   | OR OTHER I                 | DOCUMENT WITH RESPECT TO<br>D HEREIN IS SUBJECT TO ALL | WHICH THIS    |
| INSR<br>LTR                                                                                                                                                                                                                                                                                                                                                                                                      | TYPE OF INSURANCE                                                                                                                                                                                                                                                                  | ADDL<br>INSD          |                      | POLICY NUMBER                                                           |                                                                                                                                                                      | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                 |               |
| A X                                                                                                                                                                                                                                                                                                                                                                                                              | COMMERCIAL GENERAL LIABILITY                                                                                                                                                                                                                                                       |                       |                      | TB2-641-445981-033                                                      |                                                                                                                                                                      | 7/1/2023                   | 7/1/2024                   | EACH OCCURRENCE \$2,00                                 | 0,000         |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | CLAIMS-MADE X OCCUR                                                                                                                                                                                                                                                                |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) \$2,00    |               |
| x                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        | ,             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                | 100,000                                                                                                                                                                                                                                                                            |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | XCU Cov Included                                                                                                                                                                                                                                                                   |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | PERSONAL & ADV INJURY \$2,00                           |               |
| GEN                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | GENERAL AGGREGATE \$4,00                               |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | POLICY X PRO-<br>JECT LOC                                                                                                                                                                                                                                                          |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | PRODUCTS - COMP/OP AGG \$4,00                          | 0,000         |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | OTHER:                                                                                                                                                                                                                                                                             |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | Contractual Liab Inc \$                                |               |
| A AUT                                                                                                                                                                                                                                                                                                                                                                                                            | OMOBILE LIABILITY                                                                                                                                                                                                                                                                  |                       |                      | AS2-641-445981-043                                                      |                                                                                                                                                                      | 7/1/2023                   | 7/1/2024                   | COMBINED SINGLE LIMIT \$5,00<br>(Ea accident)          | 0,000         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                | ANY AUTO                                                                                                                                                                                                                                                                           |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | BODILY INJURY (Per person) \$                          |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | OWNED SCHEDULED AUTOS                                                                                                                                                                                                                                                              |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | BODILY INJURY (Per accident) \$                        |               |
| Х                                                                                                                                                                                                                                                                                                                                                                                                                | AUTOS ONLY<br>HIRED<br>AUTOS ONLY<br>X AUTOS ONLY                                                                                                                                                                                                                                  |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | PROPERTY DAMAGE \$                                     |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | \$                                                     |               |
| вХ                                                                                                                                                                                                                                                                                                                                                                                                               | UMBRELLA LIAB X OCCUR                                                                                                                                                                                                                                                              |                       |                      | TH7-641-445981-063                                                      |                                                                                                                                                                      | 7/1/2023                   | 7/1/2024                   | EACH OCCURRENCE \$ 10,0                                | 00,000        |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            | .,                         |                                                        | 00,000        |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | V CEANNIS-MIADE                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | · · · · · · · · · · · · · · · · · · ·                  | 50,000        |
| O WOR                                                                                                                                                                                                                                                                                                                                                                                                            | DED   ^   RETENTION \$ 0                                                                                                                                                                                                                                                           |                       |                      | MAE 04D 445004 000                                                      |                                                                                                                                                                      | 7/4/0000                   | 7/4/0004                   | PER OTH-                                               |               |
| B AND                                                                                                                                                                                                                                                                                                                                                                                                            | EMPLOYERS' LIABILITY Y / N                                                                                                                                                                                                                                                         |                       |                      | WA5-64D-445981-023<br>WC7-641-445981-053                                |                                                                                                                                                                      | 7/1/2023<br>7/1/2023       | 7/1/2024<br>7/1/2024       | ∧   STATUTE   ÉR                                       |               |
| ANYF                                                                                                                                                                                                                                                                                                                                                                                                             | PROPRIETOR/PARTNER/EXECUTIVE                                                                                                                                                                                                                                                       | N/A                   |                      |                                                                         |                                                                                                                                                                      |                            |                            | E.L. EACH ACCIDENT \$1,00                              | 0,000         |
| (Man                                                                                                                                                                                                                                                                                                                                                                                                             | datory in NH)                                                                                                                                                                                                                                                                      |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | E.L. DISEASE - EA EMPLOYEE \$1,00                      | 0,000         |
| DES                                                                                                                                                                                                                                                                                                                                                                                                              | s, describe under<br>CRIPTION OF OPERATIONS below                                                                                                                                                                                                                                  |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            | E.L. DISEASE - POLICY LIMIT \$ 1,00                    | 0,000         |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
| DECODIDE                                                                                                                                                                                                                                                                                                                                                                                                         | ION OF OPERATIONS (LOCATIONS (VENIC                                                                                                                                                                                                                                                | ES //                 | 0000                 | 101 Additional Damaster Oats 1                                          | lo. march :                                                                                                                                                          | ottooked 11                |                            |                                                        |               |
| *Worker                                                                                                                                                                                                                                                                                                                                                                                                          | ION OF OPERATIONS / LOCATIONS / VEHICI<br>'s Compensation and Employers' Li                                                                                                                                                                                                        | abilitv               | : Anv                | Proprietor/Partner/Execut                                               |                                                                                                                                                                      |                            |                            |                                                        |               |
| *Worker                                                                                                                                                                                                                                                                                                                                                                                                          | s Compensation WA & OH Stop Ga                                                                                                                                                                                                                                                     | ap Có                 | vera                 | ge Included                                                             | 20                                                                                                                                                                   |                            |                            | . ,,                                                   |               |
| PROJE                                                                                                                                                                                                                                                                                                                                                                                                            | CT NAME: Culinary Café Relocation                                                                                                                                                                                                                                                  | n and                 | Ren                  | ovation                                                                 |                                                                                                                                                                      |                            |                            |                                                        |               |
| It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
| Additional Insured: Stephen F Austin State University<br>See Attached                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
| CERTIF                                                                                                                                                                                                                                                                                                                                                                                                           | CERTIFICATE HOLDER CANCELLATION                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE<br>THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN<br>ACCORDANCE WITH THE POLICY PROVISIONS. |                            |                            |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      | IZED REPRESE               |                            | 2.53                                                   |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  | © 1988-2015 ACORD CORPORATION. All rights reserved.                                                                                                                                                                                                                                |                       |                      |                                                                         |                                                                                                                                                                      |                            |                            |                                                        |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |                       |                      |                                                                         |                                                                                                                                                                      | © 19                       | 188-2015 AC                | UKD CUKPORATION. All rid                               | nts reserved. |

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AGENCY CUSTOMER ID: TRIMUSA-01

LOC #:

| ACORD |  |
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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| AGENCY<br>Marsh & McLennan Agency LLC                                                                                                                                                |                | NAMED INSURED<br>Strategic Equipment, LLC,<br>2801 S Valley Pkwy Ste 200<br>Lewisville, TX 75067 |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------|--|--|--|--|
| POLICY NUMBER                                                                                                                                                                        |                |                                                                                                  |  |  |  |  |
| CARRIER                                                                                                                                                                              | NAIC CODE      |                                                                                                  |  |  |  |  |
|                                                                                                                                                                                      |                | EFFECTIVE DATE:                                                                                  |  |  |  |  |
| ADDITIONAL REMARKS                                                                                                                                                                   |                |                                                                                                  |  |  |  |  |
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,                                                                                                                            |                |                                                                                                  |  |  |  |  |
| FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF                                                                                                                                           | = LIABILITY II | NSURANCE                                                                                         |  |  |  |  |
| Additional Named Insureds:<br>*Strategic Equipment, LLC (Headquarters) dba ISI Commercial Refrigeration and dba TriMark Strategic<br>*Strategic Equipment, LLC dba TriMark FoodCraft |                |                                                                                                  |  |  |  |  |

\*Strategic Equipment, LLC dba ISI Commercial Refrigeration

Additional Locations: \*5843 Barry Road Tampa, FL. 33634 \*1747 Oakhaven Drive Albany, GA. 31701 \*3011 Clark Ave Bldg. #4 Albany GA 31705 \*1110 Industry Ave. Albany, GA. 31707 \*4575 River Green Pkwy Ste 100 Duluth, GA 30096 \*3011 Industrial Parkway East Knoxville, TN. 37921 \*818 Airpark Center Circle Nashville, TN. 37217 \*3800 Camp Creek Pkwy Bldg.2400 Ste. 114 Atlanta, GA. 30331 \*4995 Air Center Circle Suite 102 Reno, NV. 89502 \*1137 Sawgrass Corporate Parkway Sunrise, FL. 33323 \*2601 Hope Church Road Winston-Salem, NC. 27103 \*9010 West Little York Rd. Ste 100 Houston, TX. 77040 \* 8006 Cameron Road Suite D Austin, TX. 78754

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

## AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor Additional Insured and Loss Payee
- IV. Supplementary Payments Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible Single Deductible
- XI. Physical Damage Deductible Glass
- XII. Physical Damage Deductible Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

## I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- **A.** There is no similar insurance available to that organization;
- **B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
  - 1. The 90th day after you acquire or form the organization; or
  - **2.** The end of the policy period,

whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

## **II. EMPLOYEES AS INSUREDS**

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

## III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

- A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.
- B. For any "leased auto" that is a covered "auto" under SECTION II COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - **1.** You.
  - 2. Any of your "employees" or agents; or
  - **3.** Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

#### C. Loss Payee Clause

- 1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
- 2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
- **3.** If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

## D. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- **2.** If you cancel the policy, we will mail notice to the lessor.
- **3.** Cancellation ends this agreement.
- **E.** The lessor is not liable for payment of your premiums.
- **F.** For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

## **IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion **B.5.** of **SECTION II COVERED AUTOS LIABILITY COVERAGE** does not apply.
- **B.** For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

## VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - COVERED AUTOS LIABILITY COVERAGE for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

## VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

## A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

## VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

## IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

**a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

## X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

## XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

#### XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

## XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- **a.** In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

## XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

## XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

**a.** If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

**b.** We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

## XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

**A.** We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

- 1. The most we will pay for coverage afforded by this endorsement is the lesser of:
  - **a.** The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
  - **b.** The actual cash value of such covered "auto" at the time of the "loss".
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- **3.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- **B.** For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

## C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:

## b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

## XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

## **XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS**

- **A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.
- B. SECTION II COVERED AUTOS LIABILITY COVERAGE is amended as follows:
  - 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- **a.** Any "auto" owned by that individual or by any member of his or her household; or
- **b.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- 2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

**C.** Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household; or
- **2.** Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- E. For purposes of this endorsement, **SECTION V DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

## XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- **B.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- **C.** Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred; or
  - **2.** \$30 per day with a maximum of \$900 in any one period.

- **D.** This coverage does not apply:
  - 1. While there are spare or reserve "autos" available to you for your operations; or
  - 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

## XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
  - 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
    - **a.** For reasons of non-payment, the greater of:
      - (1) 10 days; or
      - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
    - **b.** For reasons other than non-payment, the greater of:
      - (1) 60 days;
      - (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
      - (3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

**B.** All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

## XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limits Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

- 1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
- **2.** Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - **d.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

## XXII.LIMITED MEXICO COVERAGE

## WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

## A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- **b.** While on a trip into Mexico for 10 days or less.
- 2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

## C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

- 1. If the covered "auto" is not principally garaged and principally used in the United States.
- 2. To any "insured" who is not a resident of the United States.

## XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

## Schedule

## Premium

Liability INCL Physical Damage INCL Total Premium INCL

| XVII. Drive Other Car<br>Name of Individual | LIAB | MP | UM | UIM | COMP | COLL |
|---------------------------------------------|------|----|----|-----|------|------|
| N/A                                         |      |    |    |     |      |      |

# XX. Notice of Cancellation or Nonrenewal Name and Address

Number of Days

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

## **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

## Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250 per policy

Job Description

Person or Organization Where required by contract or written agreement prior to loss and allowed by law

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-64D-445981-023

Effective Date

Premium \$

Issued to Ambrosia Holdings, LP

Endorsement No.

## NOTICE OF CANCELLATION - 10 DAYS / 30 DAYS / 60 DAYS

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium.
- b) 30 days before the effective date of cancellation, if we cancel for fraud, or misrepresentation; or
- c) 60 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Our obligation to provide the notice specified in this endorsement applies only to the interests of the party or parties scheduled below.

<u>NAME</u>

## ADDRESS

Ambrosia Holdings, LP

9 Hampshire Street Mansfield MA 02048

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-64D-445981-023

Effective Date

Premium \$

Issued to Ambrosia Holdings, LP

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Not applicable in Kansas, Kentucky, Missouri, New Hampshire, New Jersey

## Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss or allowed by law

In the states of Alabama, Arizona, Arkansas, Colorado, District of Columbia, Georgia, Idaho, Illinois, Indiana, Maine, Michigan, Minnesota, Mississippi, Montana, North Carolina, Pennsylvania, Rhode Island, South Carolina, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Nevada, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Hawaii: The premium charge is \$250 and determined as follows: The premium charge is 1% of the total manual premium subject to a minimum premium of \$250 per policy.

In the states of New York, Oklahoma, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Alaska, the premium charge is 1.85% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-64D-445981-023

Effective Date

Premium \$

Issued to Ambrosia Holdings, LP

Endorsement No.

WC 00 03 13 Ed. 04/01/1984

## Policy Number TH7-641-445981-063 Issued by LIBERTY INSURANCE CORPORATION

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph 11. of SECTION VI – CONDITIONS is deleted and replaced by the following:

## 11. Other Insurance

This insurance is excess over and will not share or contribute with any **other insurance** whether primary, excess, contingent or any other basis:

This insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such other insurance;
- **b.** Prior to an occurrence or offense, you have agreed in a written contract or agreement to provide the additional insured primary and noncontributory insurance. This insurance will apply solely on the basis required by such written contract or agreement and would not seek contribution from any **other insurance** available to the additional insured;
- c. Underlying insurance includes the person or organization as an additional insured; and
- **d. Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

However, this insurance is excess over any **other insurance** available to the additional insured for which it is also covered as an additional insured for the same **occurrence**, claim or **suit**.

## Policy Number TH7-641-445981-063 Issued by LIBERTY INSURANCE CORPORATION

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

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph **a.** of Condition **16.** Transfer of Rights of Recovery Against Others to Us of SECTION VI – CONDITIONS is deleted and replaced by the following:

**a.** If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against the person or organization listed in the Schedule of this endorsement if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

#### Schedule

Person or Organization: As required by written contract or agreement entered into prior to loss

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

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - **2.** The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

## SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                                                                                                        | Location(s) Of Covered Operations                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| All persons or organizations with whom you have<br>entered into a written contract or agreement, prior to an<br>"occurrence" or offense, to provide additional insured<br>status. | All locations as required by a written contract or<br>agreement entered into prior to an "occurrence" or<br>offense. |

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

## SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                                                                                                        | Location And Description Of Completed Operations                                                               |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--|--|--|
| All persons or organizations with whom you have<br>entered into a written contract or agreement, prior<br>to an "occurrence" or offense, to provide additional<br>insured status. | All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense. |  |  |  |
|                                                                                                                                                                                   |                                                                                                                |  |  |  |
|                                                                                                                                                                                   |                                                                                                                |  |  |  |
|                                                                                                                                                                                   |                                                                                                                |  |  |  |
|                                                                                                                                                                                   |                                                                                                                |  |  |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                            |                                                                                                                |  |  |  |

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

#### However:

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

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

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

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

## whichever is less.

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

# EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

#### Schedule

#### Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2**. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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

This endorsement modifies insurance provided under the following:

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

## SCHEDULE

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

"As required by written contract or agreement entered into prior to loss."

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

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

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

## ADDITIONAL INSURED AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph 4.e of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

e. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

f. We may, at our option, make an additional premium charge for any organization that you acquire or form during the **policy period**.

## 3. Bankruptcy or Insolvency

Your or any **underlying insurer's** bankruptcy, insolvency or inability to pay shall neither relieve nor increase our obligations under this policy.

However, under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation of **underlying insurance**. This insurance will apply as if the **underlying insurance** were in full effect.

## 4. Cancellation and Nonrenewal

- **a.** The **first named insured** may cancel this policy by mailing or delivering advance written notice to us stating when cancellation is to take effect.
- **b.** We may cancel this policy by mailing or delivering to the **first named insured** written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

We will mail or deliver our notice to the first named insured's last mailing address known to us.

- c. The policy period will end on the day and hour stated in the cancellation notice.
- d. If we cancel, final premium will be calculated pro rata based on the time the policy was actually in effect.
- **e.** If the **first named insured** cancels, the premium refund may be less than pro rata and will be subject to the Minimum Retained Premium, if any, shown in the Declarations.
- **f.** Premium adjustment will be made at the time of cancellation or as soon as practicable thereafter, but cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due.
- **g.** If we decide not to renew this policy, we will mail or deliver our written notice of nonrenewal to the **first named insured's** last mailing address known to us not less than 30 days before the policy expiration date.
- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 5. Changes

This policy may be amended only by a written endorsement to this policy issued by us.

## 6. Duties in the Event of Occurrence, Claim or Suit

- **a.** You must promptly notify us of any **occurrence** which may result in a claim or **suit** seeking damages under this policy. To the extent possible, notice should include:
  - (1) How, when and where the **occurrence** took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the occurrence.

Notice of an **occurrence** is not notice of a claim.



To: Our Customer

Dear Customer:

Please accept this letter as an official communication from TriMark regarding the Federal Employer Identification Number ("FEIN") of the legal entities referenced below, each a wholly owned subsidiary of TMK Hawk Parent, Corp. ("Parent"), and for federal tax purposes a disregarded entity and included on the consolidated tax return of Parent.

For a disregarded entity, a completed Form W9 Request for Taxpayer Identification Number and Certification will reflect the following:

- i) Line 1 will contain the name of the tax filer (Parent)
- ii) Line 2 will contain the name of the legal entity with which you purchase from (Operating Co)
- iii) Line 7 is either blank or contains the FEIN of Operating Co.
- iv) Part 1 will contain the Taxpayer Identification Number ("TIN"), which is the FEIN or social security number of the tax filer

The table below provides the legal entity FEIN that you may use to distinguish each as separate legal entities for purposes of creating vendor records, contracts and agreements, purchase orders and payment remittance to each entity with which you procure products or services from.

| Operating Co                          | Operating Co Address                              | W9 TIN (Part 1) | Operating Co FEIN |
|---------------------------------------|---------------------------------------------------|-----------------|-------------------|
| Adams-Burch, LLC                      | 1901 Stanford Ct.<br>Landover, MD 20785           | 47-1545647      | 81-2846160        |
| Chefs' Toys, LLC                      | 18430 Pacific St.<br>Fountain Valley, CA 92708    | 47-1545647      | 82-4509582        |
| Hockenbergs Equipment and Supply, LLC | 14063 Cornhusker Rd.<br>Omaha, NE 68138           | 47-1545647      | 47-0659573        |
| R.W. Smith, LLC                       | 10101 Old Grove St.<br>San Diego, CA 92131        | 47-1545647      | 95-1962438        |
| S.S. Kemp & Co., LLC                  | 6551 Grant Ave.<br>Cleveland, OH 44105            | 47-1545647      | 34-1237614        |
| TriMark Marlinn, LLC                  | 6100 West 73rd St.<br>Bedford Park, IL 60638      | 47-1545647      | 27-4320287        |
| TriMark RayGal, LLC                   | 210 Commerce<br>Irvine, CA 92602                  | 47-1545647      | 95-2707389        |
| TriMark United East, LLC              | 9 Hampshire St,<br>Mansfield, MA 02048            | 47-1545647      | 05-0249150        |
| TriMark USA, LLC                      | 2801 S. Valley Pkwy, #200<br>Lewisville, TX 75067 | 47-1545647      | 62-1808341        |

No contracts, agreements or purchase orders are executed with the Parent. All payments should be made using payment information for the Operating Co with which you are conducting business.

Our legal entity organizational structure could change. As such, this letter expires on December 31, 2024.

Best regards,

9 Hampshire Street Mansfield, MA 02048 P 508-210-7200 F 508-761-3605 www.trimarkusa.com

| Form <b>W-9</b>            |
|----------------------------|
| (Rev. March 2024)          |
| Department of the Treasury |
| Internal Revenue Service   |

TMK HAWK PARENT CORP

## Request for Taxpayer Identification Number and Certification

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

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

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

| <br>- |                                                                                                                                                                     |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded |
|       | entity's name on line 2.)                                                                                                                                           |

|                                                           | 2 Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                        |                                                                                                              |  |  |  |  |  |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
|                                                           | TRIMARK USA, LLC                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                              |  |  |  |  |  |
| <b>Print or type.</b><br>c <i>Instructions</i> on page 3. | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on lin<br>only one of the following seven boxes.                                                                                                                                                                                                                                                              | rust/estate certain entities, not individuals;<br>see instructions on page 3):<br>Exempt payee code (if any) |  |  |  |  |  |
| P<br>Specific                                             | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax class<br>and you are providing this form to a partnership, trust, or estate in which you have an ownership interes<br>this box if you have any foreign partners, owners, or beneficiaries. See instructions                                                                                                    |                                                                                                              |  |  |  |  |  |
| See                                                       | 5 Address (number, street, and apt. or suite no.). See instructions. Requ                                                                                                                                                                                                                                                                                                                                                | Requester's name and address (optional)                                                                      |  |  |  |  |  |
| 07                                                        | 2801 S. VALLEY PKWY, #200                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |  |  |  |  |  |
|                                                           | 6 City, state, and ZiP code                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                              |  |  |  |  |  |
|                                                           | LEWISVILLE, TX 75067                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                              |  |  |  |  |  |
|                                                           | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                              |  |  |  |  |  |
|                                                           | Legal Entity FEIN: 62-1808341                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                              |  |  |  |  |  |
| Par                                                       | rt I Taxpayer Identification Number (TIN)                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |  |  |  |  |  |
| backu<br>reside                                           | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> ater. | Social security number                                                                                       |  |  |  |  |  |

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

| Sign<br>Here | Signature of<br>U.S. person | Joh | 1/2 |
|--------------|-----------------------------|-----|-----|
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## General Instructions

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

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

## What's New

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

## **Purpose of Form**

D

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

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