

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/13/2025

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

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

| certificate does not comer right | s to the certificate floider in fled of such t | FIIGOI SCIIICIII | u(3). | | | |
|--|--|-----------------------------------|--|--------------|-----------|--|
| PRODUCER | T | CONTACT NAME: | | | | |
| Aon Risk Services Southwest, Houston TX Office 1300 Post Oak Blvd., Suite 14 Houston TX 77056 USA | | PHONE (A/C. No. Ext): | HONE VC. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | | |
| | 100 | E-MAIL ADDRESS: | | | | |
| | | | INSURER(S) AFFORDING COV | /ERAGE | NAIC# | |
| INSURED | | INSURER A: | Zurich American Ins Co | | 16535 | |
| Edward Don & Company, LLC | | INSURER B: American Zurich Ins Co | | 40142 | | |
| 9801 Adam Don Parkway Woodridge IL 60517 USA | | INSURER C: | American International | Group UK Ltd | AA1120187 | |
| _ | | INSURER D: | Indian Harbor Insuranc | e Company | 36940 | |
| | | INSURER E: | | | | |
| | | INSURER F: | | | | |
| COVERACEO | OFFICIOATE NUMBER 5701104070 | 1.4 | DEVIOLON | MUMPED. | · | |

COVERAGES CERTIFICATE NUMBER: 570110467244 REVISION NUMBER:

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

Limits shown are as requeste

| NCD | | ADDI | CLIDD | | POLICY EFF | POLICY EXP | | own are as requested |
|------------|---|--------------|-------|---|---------------|--------------|---|----------------------------|
| NSR LTR | TYPE OF INSURANCE | ADDL INSD | WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS | 3 |
| Α | X COMMERCIAL GENERAL LIABILITY | Υ | | GL0234720315 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | \$2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | Excluded |
| Ī | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| Ī | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$5,000,000 |
| Ī | POLICY X PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$5,000,000 |
| A | OTHER: AUTOMOBILE LIABILITY | | | BAP 2347204 15 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$5,000,000 |
| - | X ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| - | OWNED SCHEDULED | | | | | | BODILY INJURY (Per accident) | |
| } | AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS AUTOS NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| С | | | | 62785697 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | \$10,000,000 |
| Ĭ | X UMBRELLA LIAB X OCCUR | | | SIR applies per policy ter | | | | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$10,000,000 |
| Ī | DED X RETENTION | | | | | | | |
| В | WORKERS COMPENSATION AND | | | WC234719915 | 06/30/2024 | 06/30/2025 | X PER STATUTE OTH- | |
| | EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE N | | | WC AOS WC234720115 | 06/30/2024 | 06 /20 /2025 | E.L. EACH ACCIDENT | \$3,000,000 |
| Α | (Mandatory in NH) | N/A | | WC (MA. WI) | 00/30/2024 | 00/30/2023 | E.L. DISEASE-EA EMPLOYEE | \$3,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | ,, | | | E.L. DISEASE-POLICY LIMIT | \$3,000,000 |
| D | Environmental Contractor | | | PEC005346805 | 06/30/2024 | 06/30/2025 | Professional Limit | \$2,000,000 |
| | Poll/Prof [E&O] | | | Claims-Made SIR applies per policy ter | ns 8 sandid | ri on c | Pollution Limit | \$2,000,000 \$4,000,000 |
| | | | | sik abbiles her bolich ter | iis & Curia11 | . 10115 | Aggregate Limit | \$4,000,000 |

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

RE: RFP-050-2024-2025, Kitchen Equipment- Refrigerators and Heated Cabinets. Crowley Indepandent School District is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

| CERTIFICATE HOLDER | CANCELLATIO |
|--------------------|-------------|
|--------------------|-------------|

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

AUTHORIZED REPRESENTATIVE

Crowley Indepandent School District Attn: Nadia Powers 512 Peach Street Crowley TX 76036-0688 USA

Aon Risk Services Southwest Inc



LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| AGENCY Aon Risk Services Southwest, Inc. | | NAMED INSURED Edward Don & Company, LLC |
|--|-----------|---|
| POLICY NUMBER See Certificate Number: 570110467244 | | |
| CARRIER See Certificate Number: 570110467244 | NAIC CODE | EFFECTIVE DATE: |
| ADDITIONAL REMARKS | | |

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| | INSURER(S) AFFORDING COVERAGE | NAIC# |
|---------|-------------------------------|-------|
| INSURER | | |

If a policy below does not include limit information, refer to the corresponding policy on the ACORD ADDITIONAL POLICIES certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIM | IITS |
|-------------|----------------------|--------------|-------------|---|---|--|-----|------|
| | WORKERS COMPENSATION | | | | | | | |
| Α | | N/A | | EWS234720215 WC - OH, WA SIR applies per policy ter | | 06/30/2025 ons | | |
| | | | | | | | | |
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AGENCY CUSTOMER ID: 570000097988

LOC #:



ADDITIONAL REMARKS SCHEDULE

| KS SCHEDULE | Page _ of _ |
|-----------------------|-------------|
| INSURED | |
| rd Don & Company, LLC | |

| ı | AGENOT | | NAMED INSCRED |
|---|--|---------------------------|-----------------|
| I | Aon Risk Services Southwest, Inc. | Edward Don & Company, LLC | |
| ı | POLICY NUMBER See Certificate Number: 570110467244 | | |
| ı | CARRIER | NAIC CODE | |
| | See Certificate Number: 570110467244 | | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Umbrella Carrier Participants

Policy Number: CSUSA2407898

Underwriting Company: American International Group UK Ltd Limits: 5M po 10M Policy Term: 6/30/2024 - 6/30/2025

Policy Number: CSUSA2407797

Underwriting Company: Allianz Global Corporate and Specialty SE Limits: 3M po 10M Policy Term: 6/30/2024 - 6/30/2025

Policy Number: CSUSA2407797

Underwriting Company: ACT Syndicate 4519 Limits: 2M po 10M Policy Term: 6/30/2024 - 6/30/2025



Additional Insured – Owners, Lessees Or Contractors – Completed Operations

specifically requires the ISO CG2010 (10/01) edition form or one with equivalent wording.

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | | | | |
|---|--|--|--|--|
| Policy No.: GLO-2347203-15 | Effective Date: 06/30/2024 | | | |
| This endorsement modifies insurance provided Commercial General Liability Coverage I | • | | | |
| | SCHEDULE | | | |
| Name of Person or Organization: | | | | |
| | itect, engineer, or surveyor, whom you are required to add as an additional ct or written agreement executed prior to loss and where that contract | | | |

Location And Description of Completed Operations:

Any Location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.

Additional Premium: STA

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | | |
|--|----------------------------|--|
| Policy No.: GLO-2347203-15 | Effective Date: 06/30/2024 | |

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss and where that contract specifically requires the ISO CG2010 (10/01) edition form or one with equivalent wording.

- **A. Section II Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER COMBINED, CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

П

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

| 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. See 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. | |
| Name of vendor who has a business relationship with local governmental entity. | |
| Edward Don + Company | |
| 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.) | s day after the date on which |
| Name of local government officer about whom the information is being disclosed. | |
| 11/4 | |
| Name of Officer | |
| Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or life other than investment income, from the vendor? No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable income governmental entity? Yes No No | th the local government officer. In additional pages to this Form when the local pages to the local p |
| other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more. | aintains with a corporation or fficer or director, or holds an |
| Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d | of the officer one or more gifts 03(a-1). |
| | <i>f</i> |
| Signature of vendor doing business with the governmental entity Signature of vendor doing business with the governmental entity | /2024 ate |
| | |

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

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

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

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

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

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

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

DATA PRIVACY AGREEMENT (DPA) FOR TEXAS K-12 INSTITUTIONS

Crowley ISD

5/30/2024

LEA NAME [Box 1]

DATE [Box 2]

and

Edward Don & Company

5/30/2024

OPERATOR NAME [Box 3]

DATE [Box 4]

Not Applicable to Edward Don + Company We Don't offer Services -

Background and Instructions

History of Agreement- This agreement has been drafted by the Texas Student Privacy Alliance (TXSPA). The Alliance is a collaborative group of Texas school districts that share common concerns around student and data privacy. The Texas K-12 CTO Council is the organization that sponsors the TXSPA and the TXSPA is the Texas affiliate of the national Student Data Privacy Consortium (SDPC). The SDPC works with other state alliances by helping establish common data privacy agreements unique to the jurisdiction of each state. This Texas agreement was drafted specifically for K-12 education institutions and included broad stakeholder input from Texas school districts, statewide associations such as TASB, TASA, and TASBO, and the Texas Education Agency. The purpose of this agreement is to set standards of both practice and expectations around data privacy such that all parties involved have a common understanding of expectations. This agreement also provides a mechanism (Exhibit E- General Offer of Terms) that would allow an Operator to extend the ability of other Texas school districts to be covered under the terms of the agreement should an Operator sign Exhibit E. This mechanism is intended to create efficiencies for both Operators and LEAs and generally enhance privacy practices and expectations for K-12 institutions and for companies providing services to K-12 institutions.

<u>Instructions for Operators:</u> This agreement is intended to be provided <u>to</u> an Operator <u>from</u> a LEA. The Operator should fully read the agreement and is requested to complete the below areas of the agreement. Once the Operator accepts the terms of the agreement, the Operator should wet sign the agreement and return it to the LEA. Once the LEA signs the agreement, the LEA should provide a signed copy of the agreement to the Operator.

| Article/Exhibit | Box # | Description | |
|-----------------|-------------------------|--|--|
| Cover Page | Box # 3 | Official Name of Operator | |
| Cover Page | Box # 4 | Date Signed by Operator | |
| Recitals | Box #5 | Contract Title for Service Agreement | |
| Recitals | Box #6 | Date of Service Agreement | |
| Article 7 | Boxes #7-10 | Operator's designated representative | |
| Signature Page | Boxes #15-19 | Authorized Operator's representative signature | |
| Exhibit A | Box #25 | Description of services provided | |
| Exhibit B | All Applicable Boxes | Operator notates if data is collected to provide the described services. Defines the schedule of data required for the Operator to provide the services outlined in Exhibit A | |
| Exhibit D | All Applicable Boxes | (Optional Exhibit): Defines deletion or return of data expectations by LEA | |

| Exhibit E | All Applicable Boxes | (Optional Exhibit): Operator may, by signing the Form of General Offer of Privacy Terms (General Offer, attached as Exhibit E), be bound by the terms of this DPA to any other Subscribing LEA who signs the acceptance in said Exhibit. |
|-----------|-------------------------|---|
| Exhibit F | Boxes # 25-29 | A list of all Subprocessors used by the Operator to perform functions pursuant to the Service Agreement, list security programs and measures, list Operator's security measures |

<u>Instructions for LEA and/or Subscribing LEA:</u> This agreement is intended to be provided <u>to</u> an Operator <u>from</u> a LEA. Upon receiving an executed agreement from an Operator, the LEA should fully review the agreement and if agreeable, should have an authorized LEA contact wet sign the agreement. Once signed by both the Operator and LEA, the LEA should send a copy of the signed agreement to the Operator.

| Article/Exhibit | Box # | Description |
|-----------------|-------------------------|--|
| Cover Page | Box # 1 | Official Name of LEA |
| Cover Page | Box #2 | Date Signed by LEA |
| Article 7 | Boxes #11-14 | LEA's designated representative |
| Signature Page | Boxes #20-24 | Authorized LEA representative's signature |
| Exhibit D | All Applicable Boxes | (Optional Exhibit): Defines deletion or return of data expectations by LEA |
| Exhibit E | All Applicable Boxes | (Optional Exhibit) Only to be completed by a Subscribing LEA |

RECITALS

WHEREAS, the Operator has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") according to a contract titled "______ " and dated ____ (the "Service Agreement"); and _____ [Box 6]

WHEREAS, in order to provide the Services described in the Service Agreement, the Operator may

receive or create and the LEA may provide documents or data that are covered by federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Operator's Services are also subject to state student privacy laws, including Texas Education Code Chapter 32; and

WHEREAS, the Operator may, by signing the "General Offer of Privacy Terms", agree to allow other

LEAs in Texas the opportunity to accept and enjoy the benefits of this DPA for the Services described within, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

- Nature of Services Provided. The Operator has agreed to provide digital educational services as outlined in Exhibit A and the Agreement
- Purpose of DPA. For Operator to provide services to the LEA it may become necessary for the LEA to share certain LEA Data. This DPA describes the Parties' responsibilities to protect Data.
- Data to Be Provided. In order for the Operator to perform the Services described in the Service Agreement, LEA shall provide the categories of data described in the Schedule of Data, attached as Exhibit B.
- 4. **DPA Definitions**. The definitions of terms used in this DPA are found in **Exhibit C**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement

will continue to be the property of and under the control of the LEA. The Operator further

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. Ownership of Data. All Data transmitted to the Operator pursuant to the Service Agreement is and

acknowledges and agrees that all copies of such Data transmitted to the Operator, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement shall remain the exclusive property of the LEA.

- 2. Operator Materials. Operator retains all right, title and interest in and to any and all of Operator's software, materials, tools, forms, documentation, training and implementation materials and intellectual property ("Operator Materials"). Operator grants to the LEA a personal, nonexclusive license to use the Operator Materials for its own non-commercial, incidental use as set forth in the Service Agreement. Operator represents that it has all intellectual property rights necessary to enter into and perform its obligations in this DPA and the Service Agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service Agreement free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims.
- 3. Parent Access. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Operator shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the LEA's request for Data in a pupil's records held by the Operator to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Operator to review any of the Data accessed pursuant to the Services, the Operator shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- Data Portability. Operator shall, at the request of the LEA, make Data available including Pupil Generated Content in a readily accessible format.
- 5. Third Party Request. Should a Third Party, including law enforcement or a government entity, contact Operator with a request for data held by the Operator pursuant to the Services, the Operator shall immediately (within 1 business day), and to the extent legally permitted, redirect the Third Party to request the data directly from the LEA, notify the LEA of the request, and provide a copy of the request to the LEA. Furthermore, if legally permissible, Operator shall promptly notify the LEA of a subpoena compelling disclosure to a Third Party and provide a copy of the subpoena with sufficient time for the LEA to raise objections to the subpoena. The Operator will not use, disclose, compile, transfer, or sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof. Notwithstanding any provision of this DPA or Service Agreement to the contrary, Operator understands that the LEA is subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Operator understands and agrees that information, documentation and other material in connection with the DPA and Service Agreement may be subject to public disclosure.
- 6. No Unauthorized Use. Operator shall use Data only for the purpose of fulfilling its duties and obligations under the Service Agreement and will not share Data with or disclose it to any Third Party without the prior written consent of the LEA, except as required by law or to fulfill its duties and obligations under the Service Agreement.
- 7. Subprocessors. All Subprocessors used by the Operator to perform functions pursuant to the Service Agreement shall be identified in Exhibit F. Operator shall either (1) enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, such that the Subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this DPA, or (2) indemnify and hold harmless the LEA, its officers, agents, and employees from any and all claims, losses, suits, or liability including attorneys' fees for damages or costs resulting from the acts or omissions of its Subprocessors. Operator shall periodically conduct or review compliance monitoring and assessments of Subprocessors to

determine their compliance with this DPA. Subprocessors shall agree to the provisions of the DPA regarding governing law, venue, and jurisdiction.

ARTICLE III: DUTIES OF LEA

- 1. Provide Data In Compliance With State and Federal Law. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA as these laws and regulations apply to the contracted services. The LEA shall not be required to provide Data in violation of applicable laws. Operator may not require LEA or users to waive rights under applicable laws in connection with use of the Services.
- 2. Consider Operator as School Official. The Parties agree that Operator is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records. For purposes of the Service Agreement and this DPA, Operator: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
- 3. Reasonable Precautions. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 4. <u>Unauthorized Access Notification</u>. LEA shall notify Operator promptly of any known unauthorized access. LEA will assist Operator in any efforts by Operator to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF OPERATOR

- Privacy Compliance. Operator may receive Personally Identifiable Information ("PII") from the
 District in the course of fulfilling its duties and obligations under the Service Agreement. The
 Operator shall comply with all applicable State and Federal laws and regulations pertaining to data
 privacy and security including FERPA, COPPA, PPRA, Texas Education Code Chapter 32, and all
 other Texas privacy statutes cited in this DPA.
- 2. Employee Obligation. Operator shall require all employees and agents who have access to Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Operator agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.
- 3. De-identified Information. De-identified Information may be used by the Operator only for the purposes of development, product improvement, to demonstrate or market product effectiveness, or research as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Operator agrees not to attempt to re-identify De-identified Information and not to transfer De-identified Information to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Operator shall not copy, reproduce or transmit any De-identified Information or other Data obtained under the Service Agreement except as necessary to fulfill the Service Agreement.
- 4. Access To, Return, and Disposition of Data. Upon written request of LEA, Operator shall dispose of or delete all Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, and transfer said data to LEA or LEA's designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Operator acknowledges LEA's obligations regarding retention of governmental data, and shall not destroy Data except as permitted by LEA. Nothing in the Service Agreement shall authorize Operator to maintain Data obtained under the Service Agreement beyond the time

period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Operator shall provide written notification to LEA when the Data has been disposed of. The duty to dispose of Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Data" FORM, a sample of this form is attached on Exhibit "D"). Upon receipt of a request from the LEA, the Operator will immediately provide the LEA with any specified portion of the Data within five (5) business days of receipt of said request.

- 5. Targeted Advertising Prohibition. Operator is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Operator; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Operator from generating legitimate personalized learning recommendations.
 - (di) Access to Data. Operator shall make Data in the possession of the Operator available to the LEA within five (5) business days of a request by the LEA.

ARTICLE V: DATA PROVISIONS

- 1. <u>Data Security</u>. The Operator agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Operator are set forth below. Operator shall further detail its security programs and measures in <u>Exhibit F.</u> These measures shall include, but are not limited to:
 - a. Passwords and Employee Access. Operator shall secure usernames, passwords, and any other means of gaining access to the Services or to Data, at a level consistent with an industry standard agreed upon by LEA (e.g. suggested by Article 4.3 of NIST 800-63-3). Operator shall only provide access to Data to employees or subprocessors that are performing the Services. Employees with access to Data shall have signed confidentiality agreements regarding said Data. All employees with access to Data shall pass criminal background checks.
 - b. Security Protocols. Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Operator shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment.
 - c. Employee Training. The Operator shall provide periodic security training to those of its employees who operate or have access to the system.
 - d. Security Technology. When the Services are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Operator shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
- f. Security Contact. Operator shall provide the name and contact information of Operator's

Security Contact on Exhibit F. The LEA may direct security concerns or questions to the Security Contact.

- g. Periodic Risk Assessment. Operator shall conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Operator will provide the LEA an executive summary of the risk assessment or equivalent report and confirmation of remediation.
- h. Backups. Operator agrees to maintain backup copies, backed up at least daily, of Data in case of Operator's system failure or any other unforeseen event resulting in loss of any portion of Data.
- i. Audits. Within 30 days of receiving a request from the LEA, and not to exceed one request per year, the LEA may audit the measures outlined in the DPA. The Operator will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Operator and/or delivery of Services to students and/or LEA, and shall provide full access to the Operator's facilities, staff, agents and LEA's Data and all records pertaining to the Operator, LEA and delivery of Services to the Operator. Failure to cooperate shall be deemed a material breach of the DPA. The LEA may request an additional audit if a material concern is identified.
- j. Operator shall have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of any portion of Data, including PII, and agrees to provide LEA, upon request, an executive summary of the written incident response plan.
- 2. <u>Data Breach</u>. When Operator reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall notify the District within 24 hours. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.
 - a. The security breach notification to the LEA shall be written in plain language, and address the following
 - 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and Whether the notification was delayed as a result of a law enforcement investigation.
 - b. Operator agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation
 - c. In the event of a breach or unauthorized disclosure, the Operator shall cooperate fully with the LEA, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Operator will reimburse the LEA in full for all costs incurred by the LEA in investigation and remediation of any Security Breach caused in whole or in part by Operator or Operator's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
 - **d.** The LEA may immediately terminate the Service Agreement if the LEA determines the Operator has breached a material term of this DPA.
 - e. The Operator's obligations under Section 7 shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

1. General Offer of Privacy Terms. Operator may, by signing the attached Form of General Offer of

Privacy Terms (General Offer, attached as Exhibit E), be bound by the terms of this DPA to any other LEA who signs the acceptance in said Exhibit.

ARTICLE VII: MISCELLANEOUS

- 1. <u>Term.</u> The Operator shall be bound by this DPA for the duration of the Service Agreement or so long as the Operator maintains any Data. Notwithstanding the foregoing, Operator agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
- 2. <u>Termination</u>. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
- Effect of Termination Survival. If the Service Agreement is terminated, the Operator shall dispose of all of LEA's Data pursuant to Article IV, section 5.
- 4. Priority of Agreements. This DPA shall govern the treatment of Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of service, privacy policy, or other writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
- 5. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before: The designated representative for the Operator for this Agreement is:

| First Name: | [Box 7] |
|--|----------|
| Last Name: | [Box 8] |
| Operator's Company Name: | [Box 9] |
| Title of Representative: | [Box 10] |
| | |
| The designated representative for the LEA for this Agreement | nt is: |
| First Name: | [Box 11] |
| Last Name: | |
| - | [Box 12] |
| I EA's Name: | [Box 12] |

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject

matter and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

- 7. Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- 8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 9. Authority. Operator represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.
- 10. Waiver. Waiver by any party to this DPA of any breach of any provision of this DPA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DPA shall not operate as a waiver of such right. All rights and remedies provided for in this DPA are cumulative. Nothing in this DPA shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the LEA, its trustees, officers, employees, and agents as a result of the execution of this DPA or performance of the functions or obligations described herein.
- 11. <u>Assignment</u>. The Parties may not assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other Party except that either party may assign any of its rights and obligations under this DPA without consent in connection with any merger (including without limitation by operation of law), consolidation, reorganization, or sale of all or substantially all of its related assets or similar transaction. This DPA inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this DATA PRIVACY AGREEMENT FOR TEXAS K-12 INSTITUTIONS as of the last day noted below.

| Operator's Representative: | | | |
|-----------------------------------|----------|-----------------|----------|
| BY: | [Box 15] | Date: 5/30/2024 | [Box 16] |
| | | | |
| Printed Name: | [Box 17] | Title/Position: | [Box 18] |
| | | | |
| Address for Notice Purposes: | | | [Box 19] |
| | | | |
| | | | |
| | | | |
| LEA's Representative | | | |
| BY: | [Box 20] | Date: | [Box 21] |
| | | | |
| Printed Name: | [Box 22] | Title/Position: | [Box 23] |
| | | | |
| Address for Notice Purposes: | | | [Box 24] |
| | | | |
| | | | |

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

Description : [Box 25]

EXHIBIT "B"

SCHEDULE OF DATA

<u>Instructions</u>: Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the "Other" category to list the data collected.

| We do not collect LEA Data to provide the described services. |
|---|
| We do collect LEA Data to provide the described services. |

SCHEDULE OF DATA

| Category of Data | Elements | Check if used by your system |
|-------------------------------------|---|------------------------------------|
| Application Tashnalagu | IP Addresses of users, Use of cookies etc. | |
| Application Technology Meta Data | Other application technology meta data-Please specify: | |
| Application Use Statistics | Meta data on user interaction with application- Please specify: | |
| | Standardized test scores | |
| Assessment | Observation data | |
| | Other assessment data-Please specify: | |
| Attendance | Student school (daily) attendance data | |
| Attendance | Student class attendance data | |
| Communications | Online communications that are captured (emails, blog entries) | |
| Conduct | Conduct or behavioral data | |
| | Date of Birth | |

| | Place of Birth | |
|-------------------------|--|--|
| | Gender | |
| Demographics | Ethnicity or race | |
| | Language information (native, preferred or primary language spoken by student) | |
| | Other demographic information-Please specify: | |
| | Student school enrollment | |
| | Student grade level | |
| | Homeroom | |
| Enrollment | Guidance counselor | |
| | Specific curriculum programs | |
| | Year of graduation | |
| | Other enrollment information-Please specify: | |
| | | |
| <u> </u> | Address | |
| Parent/Guardian Contact | Email | |
| Information | Phone | |
| | 1 none | |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | |
| 81 | The state of the s | |
| Parent/Guardian Name | First and/or Last | |
| | | |
| | Student scheduled courses | |
| Schedule | Teacher names | |
| | | |
| | English language learner information | |
| | Low income status | |
| | Medical alerts /health data | |
| | | |
| Special Indicator | Student disability information | |
| Special Indicator | Student disability information Specialized education services (IEP or 504) | |
| Special Indicator | | |

| Category of Data | Elements | Check if to by you systen |
|--------------------------------|--|---------------------------------|
| | Address | |
| Student Contact Information | Email | |
| | Phone | |
| | Local (School district) ID number | |
| | State ID number | |
| Student Identifiers | Vendor/App assigned student ID number | |
| | Student app username | |
| | Student app passwords | |
| Student Name | First and/or Last | |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| Student Survey Responses | Student responses to surveys or questionnaires | |
| | Student generated content; writing, pictures etc. | · [] |
| Student work | Other student work data -Please specify: | |
| 2 2 = | Student course and de | |
| | Student course grades | |
| Transcript | Student course data | |
| | Student course grades/performance scores | |
| | Other transcript data -Please specify: | |
| | Student bus assignment | |
| | Student pick up and/or drop off location | |

| Tonnan | Transportation | Student bus card ID number | |
|--------|----------------|--|--|
| | Transportation | Other transportation data -Please specify: | |
| | Other | Please list each additional data element used, stored or collected through the services defined in Exhibit A | |

EXHIBIT "C"

DEFINITIONS

HB 2087: The statutory designation for what is now Texas Education Code Chapter 32 relating to pupil records.

Data: Data shall include, but is not limited to, the following: student data, educational records, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Texas and Federal laws and regulations. Data as specified in Exhibit B is confirmed to be collected or processed by the Operator pursuant to the Services. Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Operator's services.

De-Identified Information (DII): De-Identified Information is Data subjected to a process by which any Personally Identifiable Information ("PII") is removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual or information about them, and cannot be reasonably re-identified.

Data Destruction: Provider shall certify to the District in writing that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, Data, metadata, and user or pupil-generated content obtained by reason of the use of Operator's software, website, service, or app, including mobile apps, whether gathered by Operator or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

Pupil-Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Subscribing LEA: A LEA that was not party to the original Services Agreement and who accepts the Operator's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Operator, who Operator uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Operator's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Texas Student Privacy Alliance: The Texas Student Privacy Alliance (TXSPA) is a collaborative group of Texas school districts that share common concerns around student privacy. The goal of the TXSPA is to set standards of both practice and expectations around student privacy such that all parties involved have a common understanding of expectations. The Texas K-12 CTO Council is the organization that sponsors TXSPA and the TXSPA is the Texas affiliate of the National Student Privacy Consortium.

EXHIBIT "D"

SAMPLE REQUEST FOR RETURN OR DELETION OF DATA

| | | directs |
|-------------------|--|---|
| | LEA | OPERATOR |
| dispose of return | data obtained by Operator pursua LEA and Operator. The terms of | nt to the terms of the Service Agreement between the Disposition are set forth below: |
| | | categories of data to be disposed of are set forth below or |
| | are found in an attachment to this Di | rective: |
| | Return or Disposition is Complete. D | isposition extends to all categories of data. |
| | 2. Nature of Return or Disposition | |
| | Disposition shall be by destruction or | deletion of data. |
| | Return shall be by a transfer of data. site as follows: | The data shall be transferred to the following |

3. Timing of Return or Disposition

| Data shall be returned or disposed of by the following | lowing date: |
|--|--------------|
| As soon as commercially practicable | |
| By the following agreed upon date: | |
| 4. <u>Signatures</u> | |
| Authorized Representative of LEA | Date: |
| 5. Verification of Disposition of Data | |
| Authorized Representative of Operator | Date: |

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

Instructions: This is an optional Exhibit in which the Operator may, by signing this Exhibit, be bound by the terms of this DPA to any other Subscribing LEAs who sign the acceptance in said Exhibit. The originating LEA SHOULD NOT sign this Exhibit, but should make Exhibit E, if signed by an Operator, readily available to other Texas K-12 institutions through the TXSPA web portal. Should a Subscribing LEA, after signing a separate Service Agreement with Operator, want to accept the General Offer of Terms, the Subscribing LEA should counter-sign the Exhibit E and notify the Operator that the General Offer of Terms have been accepted by a Subscribing LEA

| | oy a basserioning EEA. |
|---|--|
| Offer of Terms Operator offers the same privacy priva | rotections found in this DPA between it and |
| Operator's signature shall not necesservices, or to any other provision is | I to any other LEA ("Subscribing LEA") who accepts this General Γhis General Offer shall extend only to privacy protections and ssarily bind Operator to other terms, such as price, term, or schedule o not addressed in this DPA. The Operator and the other LEA may also by LEA to the Operator to suit the unique needs of the LEA. The all Offer in the event of: |
| (1) a material change in the applica(2) a material change in the service(3) the expiration of three years aft | able privacy statutes; es and products listed in the Originating Service Agreement; ter the date of Operator's signature to this Form. |
| Operator shall notify the Texas Stud this information may be may be tra | dent Privacy Alliance (TXSPA) in the event of any withdrawal so that insmitted to the Alliance's users. |
| Operator's Representative: | |
| BY: | Date: |
| Printed Name: | Title/Position: |
| 2. Subscribing LEA | |
| accepts the General Offer of Privacy by the same terms of this DPA. The | eparate Service Agreement with Operator, and by its signature below, by Terms. The Subscribing LEA and Operator shall therefore be bound as Subscribing LEA, also by its signature below, agrees to notify eneral Offer, and that such General Offer is not effective until Operator |
| Subscribing LEA's Representative | e <u>:</u> |
| BY: | Date: |
| Printed Name: | Title/Position: |

EXHIBIT "F"

DATA SECURITY

| 1. | Operator's Security Contact Information: | |
|----|--|----------|
| | | [Box 26] |
| | Named Security Contact | |
| | | [Box 27] |
| | Email of Security Contact | |
| | | [Box 28] |
| | Phone Number of Security Contact | |
| 2. | List of Operator's Subprocessors: | |
| | | [Box 29] |
| 3. | Additional Data Security Measures: | |
| | | [Box 30] |

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.) 1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. contract a. bid/offer/application a. initial filing b. grant b. initial award b. material change c. cooperative agreement c. post-award For Material Change Only: d. loan year _____ quarter _____ e. loan guarantee date of last report ____ f. loan insurance 4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name Prime Subawardee and Address of Prime: Tier_____, if known: Congressional District, if known: 4c Congressional District, if known: 6. Federal Department/Agency: 7. Federal Program Name/Description: CFDA Number, if applicable: _____ 8. Federal Action Number, if known: 9. Award Amount, if known: 10. a. Name and Address of Lobbying Registrant b. Individuals Performing Services (including address if (if individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): 11. Information regressed through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made. Signature: _ Multilo Print Name: Michael 2. Carson or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This Title: Detrict Sales Manager information will be available for public inspection. Any person who fails to file the equired disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Telephone No .: 224-406-749 Date: Authorized for Local Reproduction Federal Use Only: Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



1900 Crowley Pride Drive Fort Worth,TX. 76036

| | INDEPENDENT SC | HOOL DISTRICT | 817-297-5800 www.crowleyisdtx.org |
|---|----------------------|--------------------------|--|
| VENDOR CONTACT | TINFORMATION (C | ORPORATE/HEADQUARTE | RS INFO HERE) |
| Primary Contact/Title: Kate Le | | • | |
| Company name: Edward Don 8 | & Company | | |
| Phone: 214-675-9835 | Fax: | E-mail: katelee@ | don com |
| Registered company address | : 3501 Plano Parkway | | 34011.00111 |
| City: The Colony | , | State: TX | ZIP Code: 75056 |
| Website: www.don.com | | | politicas organización de productiva |
| M/WBE: | | | |
| HUB: | | | |
| DUN: | | | |
| EIN or SS#: 36-2081964 | | | |
| | RDER ADDRESS (PI | URCHASE ORDERS ARE SE | NT HERE) |
| Contact Person: Kate Lee | | one on bene and of | |
| Address: 3501 Plano Parkway | | | |
| City: The Colony | | State: TX | ZIP Code: 75056 |
| Phone: 214-675-9835 | Fax: | E-mail: katelee@don.com | first and the second se |
| Division/Bid#: | | L-man. katelee@don.com | |
| 7 (ACM) (14-1-14-14-14-14-14-14-14-14-14-14-14-14 | IT ADDRESS (THE C | HECK WILL BE CENT HED | - \ |
| | | HECK WILL BE SENT HER | E) |
| Location Name/Type: Edward | | | |
| Address: 2562 Paysphere Circle | 3 | | |
| City: Chicago | F | State: IL | ZIP Code: 60674 |
| Phone: 800-777-4366 | Fax: | E-mail: acctsreceivable@ | don.com |
| Division/Bid#: RFP-042-2024-2 | 2026 | | |
| Location Name/Type: Address: | | | |
| | | | |
| City: | | State: | ZIP Code: |
| Phone: | Fax: | E-mail: | |
| Division/Bid#: | | | |
| HOW WOULD YOU LIKE | TO RECEIVE YOUR | PURCHASE ORDERS? EM | AIL, FAX OR US MAIL |
| US Mail | Fax | ✓ E-Mail | |
| PLEASE LIST ANY CUID | ENT AWADDED BID | S YOU HAVE WITH CISD | OR CURRENT CO ORC |
| Bid#: RFP-042-2024-2026 | | | DR CURRENT CU-UPS |
| Bid#: RFF-042-2024-2026 | Contact: | Phone: | |
| Bid#: | Contact: | Phone: | |
| Bid#. | Contact: | Phone: | |
| | SIGNATURES OF | COMPANY OFFICIAL | 3 |
| Print Name: <i>Michael I</i> Print Title: <i>District Sale</i> | P. Larson | Signature: | |
| Print Title: District Sale | « Manager | Date: 5/30/202 | 4 |
| EN | MAIL TO: NADIA.POW | ERS@CROWLEY.K12.TX.US | L 8 |



Quote

01/14/2025

To:

CROWLEY ISD (d/c 02)
CROWLEY INDEPENDENT SCHOOL

DIS

1900 CROWLEY PRIDE DRIVE FORT WORTH , TX 76134

Customer ID: 0001219547

Project:

CROWLEY ISD (d/c 02)
CROWLEY INDEPENDENT SCHOOL

DIS

1900 CROWLEY PRIDE DRIVE FORT WORTH, TX 76134

Job Reference Number: 1610558

From:

Edward Don & Company

Kate Lee

9801 Adam Don Parkway Woodridge, TX 60517-8136

(708)442-9400

FREE FREIGHT - VULCAN, ALTO SHAAM, CAMBRO & METRO

UTILITY FREIGHT ESTIMATE \$4300 MODUSERVE FREIGHT ESTIMATE \$540 CADDY FREIGHT ESTIMATE \$950

| Item | Qty | Description | Sell | Sell Total |
|------|------|---|------------|-------------|
| 2 | 1 ea | WASHER | | |
| | | Custom | | |
| | | SPEED QUEEN - NO BID | | |
| 3 | 1 ea | WASHER | | |
| | | Custom | | |
| | | SPEED QUEEN - NO BID | | |
| 4 | 6 ea | MILK COOLER | \$4,491.55 | \$26,949.30 |
| | > | 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, stainle | occ. | |
| | | steel exterior, interior liner & doors, 5" casters (2 locking), 1/3hp | | |
| | | UL, NSF | ' , | |
| | 6 ea | 1 yr. parts and labor warranty std. | | |
| | | г | TEM TOTAL: | \$26,949.30 |
| 5 | 3 ea | HEATED HOLDING PROOFING CABINET, MOBILE | \$3,382.31 | \$10,146.93 |
| | | 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 ea | | | |
| | | , | TEM TOTAL: | \$10,146.93 |

| Item | Qty | Description | Sell | Sell Total |
|------|-------|--|-------------|-------------|
| 6 | 6 ea | PASS-THRU HEATED CABINET | \$11,403.13 | \$68,418.78 |
| | | Utility Refrigerator Model No. PT-HC-30-SS-2S-2S-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 | 5 | |
| | 6 ea | Note: If freight quote is needed, please Contact Factory | | |
| | 6 ea | Five year parts, one year labor warranty, lifetime telephone tech support, standard | h | |
| | 6 ea | 115v/60/1-ph, cord & NEMA 5-15P, standard **TO BE HARDWIRE NO CORD & PLUG** | D - | |
| | 6 ea | Front: (kitchen control side) door hinged on right, standard | | |
| | 6 ea | Rear: (serving side) door hinged on right, standard | | |
| | 6 ea | Rehinging feature (Priced Per Door) | \$294.18 | \$1,765.08 |
| | 6 ea | Interior high intensity LED lighting | \$715.45 | \$4,292.70 |
| | 60 ea | CHROME SHELF Additional chrome wire shelf, each | \$116.85 | \$7,011.00 |
| | 6 ea | Full height, 12" high top mount, standard | | |
| | 6 ea | 6" adjustable heavy duty legs, standard | | |
| | | l | TEM TOTAL: | \$81,487.56 |
| 7 | 6 ea | PASS-THRU REFRIGERATOR | \$10,649.75 | \$63,898.50 |
| • | | Utility Refrigerator Model No. PT-R-30-SS-2S-2S-D | | |
| | | Refrigerator, pass-thru, 24.0 cu. ft., one-section, expansion valve | e, | |
| 400 | | 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™ 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 | h | |
| | C | support, standard | | |
| | | Five year compressor warranty | | |
| | | 115v/60/1-ph, cord with NEMA 5-15P, standard | 6204.40 | ¢4 705 00 |
| | | Rehinging feature (Priced Per Door) | \$294.18 | \$1,765.08 |
| | | Front: (kitchen control side) door hinged on right, standard | | |
| | | Rear: (serving side) door hinged on right, standard | | |
| | | Top-mounted evaporator coil, for standard depth units only | | |
| | 6 еа | 6" adjustable heavy duty legs, standard | | Ac= cc= == |
| | | ľ | TEM TOTAL: | \$65,663.58 |

Initial: _____

Item Qty Description Sell Sell Total 8 12 ea COMBI OVEN, GAS \$19,130.65 \$229,567.80 Alto-Shaam Model No. 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® 12 ea NOTE: Subject to Manufacturer's Terms & Conditions. See **Documents Section** 12 ea One year parts and labor warranty, standard 12 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 12 ea Specify gas type 12 ea Natural gas 12 ea TURBO without Smoker, standard 12 ea 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug 12 ea Wifi, standard 12 ea Stacked 12 ea Removable "T" style temperature probe, standard 6 ea 5016707 Stacking Hardware, 7-20E or 7-20G over 7-20G \$1,422.44 \$8,534.64 12 kt 5026980 Installation Kit, for gas combi ovens, Copper, rated up to \$968.20 \$11,618.40 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY) (Note: Required to meet NYC requirements) **ITEM TOTAL:** \$249,720.84 11 12 ea **EQUIPMENT** \$163.78 \$1,965.36 Dormont Manufacturing Model No. 1675KIT48 [Stock] HOSE GAS 3/4X48 QUICK DISCONECT 1 EA

Dormont Manufacturing Model No. 1675KIT48 [Stock]
HOSE GAS 3/4X48 QUICK DISCONECT 1 EA

Initial:

\$1,965.36

ITEM TOTAL:

| Item | Qty | Description | Sell | Sell Total |
|------|--------------|--|------------|--------------------|
| 12 | 3 ea | HD RANGE, 18", 2 OPEN BURNERS Vulcan Model No. V2B18B 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 | \$5,246.31 | \$15,738.93 |
| | 3 ea 3 ea | 1 year limited parts & labor warranty, standard Gas type to be specified 1-1/4" rear gas connection, standard Rear gas connection: cap & cover, both ends | EM TOTAL: | \$15,738.93 |
| 13 | 1 ea | CAN RACK Custom REGENCY CAN RACK - NO BID - WE DO NOT SELL THIS BRAND | LIN TOTAL | Ψ 13,730.33 |
| 14 | 1 ea | UTILITY Custom LITTLE GIANT UTILITY RACK - NO BID - WE DO NOT SELL THIS BRANE |) | |
| 15 | 1 ea | DUNNAGE Custom REGENCY DUNNAGE RACK - NO BID - WE DO NOT SELL THIS BRAND | | |
| 16 | 6 ea | DRYING STORAGE RACK Cambro Model No. CPMU244875PDPKG [Non-Stock] CART RACK CAMSHELVING 24X48X75 GRY 1 EA | \$987.01 | \$5,922.06 |
| | | ITI | EM TOTAL: | \$5,922.06 |
| 17 | 1 ea | PAN RACK Custom REGENCY PAN RACK- NO BID - WE DO NOT SELL THIS BRAND | | |
| 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 | \$1,618.54 | \$9,711.24 |
| | 6 ea | shipping@caddycorp.com | EM TOTAL: | \$9,711.24 |

Initial: _____

Edward Don & Company

| Item | Qty | Description | Sell | Sell Total |
|------|-------|---|-----------------|--------------|
| 19 | 12 ea | PLASTIC SHELVING UNIT Metro Model No. 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 | \$538.21 ; | \$6,458.52 |
| | | ITI | EM TOTAL: | \$6,458.52 |
| 20 | 36 ea | PLASTIC SHELVING UNIT Metro Model No. 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 | \$714.41 :, | \$25,718.76 |
| | | ITI | EM TOTAL: | \$25,718.76 |
| 21 | 18 ea | PLASTIC SHELVING UNIT Metro Model No. 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 | \$1,014.27 , | \$18,256.86 |
| | | ITI | EM TOTAL: | \$18,256.86 |
| | | Total | | \$517,739.94 |

IMPORTANT NOTICE: Never trust wiring instructions or ACH or other banking information sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions and bank information. These emails are convincing and sophisticated. Always independently confirm wiring instructions and ACH or other banking information in person or via a telephone call to a trusted and verified phone number. Never wire or transfer money without double-checking that the wiring instructions and ACH or other banking information are correct.

This quote is for product only and final billing will include freight, taxes, and any vendor special charges related to this order. Customer specifically acknowledges and accepts such additional charges upon acceptance of this quote. To the extent that these charges are not incorporated into the Customer's purchase order, Customer agrees to accept responsibility notwithstanding any purchase order language to the contrary. Prices are valid for 30 days from the date of this quote and are subject to manufacturer price increases.

Initial: _____

01/14/2025

Edward Don & Company

| Acceptance: | Date: |
|-----------------------------------|-------|
| Printed Name: | - |
| Project Grand Total: \$517,739.94 | |

Initial: _____

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.

DRAIN: 1/2" stainless steel nipple fully welded to interior liner with brass gate valve at exterior.

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

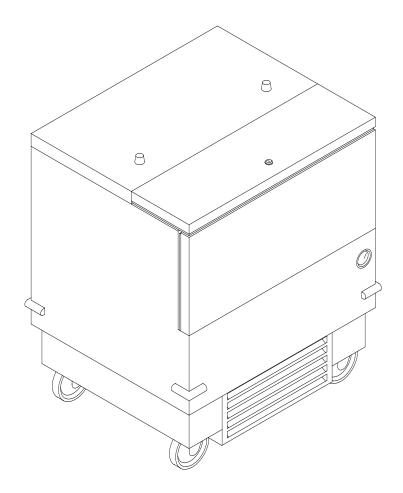
CONDENSING UNIT HOUSING: Front and rear removable louver panels for flow through air design.

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

CORNER BUMPERS: Rubber bumpers provided on each corner.

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.







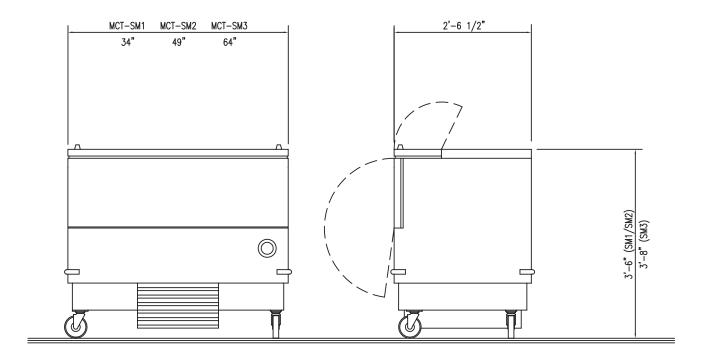
| M | ODEL | CASE LENGTH | CAPACITY | НР | VOLTS | PHASE | NEMA AMPS | APPROX. CORD/CAP | SHIP WEIGHT |
|---|---------|----------------|----------|-----|-------|-------|--------------|---------------------|-------------|
| M | ICT-SM1 | 34" | 8 | 1/4 | 120 | 1 | 8.0 | NEMA 5-15P | 390 lbs |
| M | ICT-SM2 | 49" | 12 | 1/4 | 120 | 1 | 8.0 | NEMA 5-15P | 460 lbs |
| M | ICT-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

{13.93}

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.











Solid Doo







Full Height Full Clear Door



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

metro.com

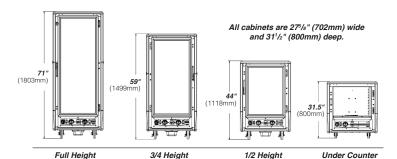
North Washington Street, Wilkes-Barre, PA 18705 Product Information, U.S. and Canada: 1,800,992,1776 Outside U.S. and Canada: metro.com/contactus

LO2-270 | 10/24

Information and specifications are subject to change without notice Copyright © 2024 InterMetro Industries Corp

{13.93}

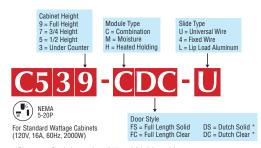
Metro[®] C5 3 Series Insulation Armour[™] Heated Holding and Proofing Cabinets



- 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 11/2" (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.



*Please note: Dutch doors only available on full-height models Cabinets ordered without a color designation default to Red.

Low Watt Model Number Description



NEMA Add "L" for Lower Wattage Combination or Holding Module Cabinets (120V, 12A, 60Hz, 1440W)

Note: Under Counter holding and combination module cabinets are only available in low watt. Under Counter moisture module cabinets are available in 120V, 2000W.

Export Model Number Description





Add "X" for Export Cabinets (220-240V, 7.6-8.3A, 50/60Hz, 1681-2000W)

Blue or Gray Model Description



** Cabinets ordered without a color designation default to Red

Please Note: Under Counter Cabinets are only offered in Red & Gray.





An "A" suffix indicates that accessories need to be factory assembled to the cabinet. Order accessories separately

Please Note: Under Counter Combination & Holding modules are not available in 120V, 2000W.

Options/Accessories*

- Small Item Shelf (C5-SHELF-S)
- Stainless Steel Legs (C5-SSLEGS)
- Universal Slide Pair, Chrome (C5-USLIDEPR-C)
- 6" Casters (C5-6CASTER)
- Rear Rigid Casters (C5-5RDGCSTR)
- Travel Latch (C5-TRVL)
- Flush Door Latch (C5-LATCHFLUSH-1)*
- Straight Plug, 20 Amp, 120V (C5-STRPLG-20)
- Straight Plug, 15 Amp, 120V (C5-STRPLG-15)
- 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 18"x26" 12"x20"x2.5" GN 1/1 65mm 18 34 17 32 | |
| | 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" | | |
| | 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 |





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| tem No. | |
| ∕lodel No. | |
| Quantity | |

SI 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 |
| Options | | Model Number Modification |
| | Half Doors | Change "15" to "25" |
| | 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
- · 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 |
| |

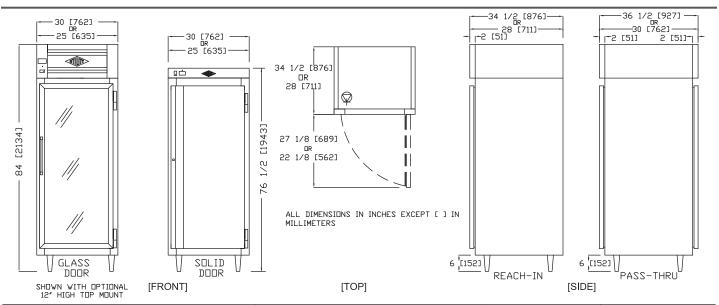
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UR-HC1 | MU



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 DIM | IENSIONS | | |
| 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" | |
| | | CAP | ACITY | | |
| 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 | |
| | | SHIF | PPING | | |
| 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 | |

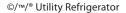
^{*208/230}V models hardwired

Data is for standard models: options may change specifications.

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WARNING - This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is [are] known to the State of California to cause cancer and birth defects or other reproductive harm. For more inf

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CSI No. 114000

REACH-IN REFRIGERATOR - ONE SECTION



R-25-SS-15-D 25"Wide, S/S Exterior and Interior (shown with optional correctional package)

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 "15" 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

hottom

(specify all that apply)

· Master power switch

☐ Stainless steel back

- · One 9 foot electrical cord
- Warranty: 5 year compressor, 5 year parts, 1 year labor

OPTIONS & ACCESSORIES:

| | - Starriess steer back top bottom (specify an triat 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 |
| | \square 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 |

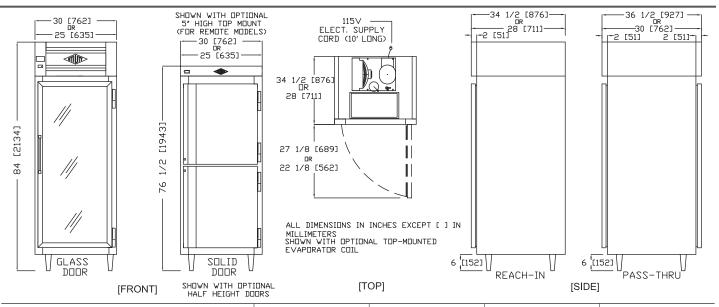
□ Correctional facilities package
 □ Top-mounted evaporator coil (std. depth units only)
 □ Water-cooled condensing unit

☐ 5" high top-mount (remote compressor models)

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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" | | | | | |
| | | CAP | ACITY | | | | | | |
| 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 | | | | | |
| | | SHIF | PPING | | | | | | |
| 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

UTILITY REFRIGERATOR

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WARNING - This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is [are] known to the State of California to cause cancer and birth defects or other reproductive harm. For more inf

UR-R1 | MU

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
- $\bullet\,$ SafeVent $\!^{\mathsf{TM}}\!$ automatic steam venting at the end of the cooking cycle
- Zero clearance design
- FPA 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

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)

CPVC Installation kits

Base kit selection on amp draw found in electrical table

Electric

- □ 20A (5021521)
- □ 30A (5021519)
 - 9) 🗆 150A (5021530)

□ 125A (5021529)

- □ 40A (5021525) □ 200A (5021531)
- □ 50A (5021526)
- □ 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.









COA# 5760 Electric models only



Edward Don & Company





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 1ph (Gas only)
- □ 208-240V 3ph □ 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)
- $\hfill\square$ 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

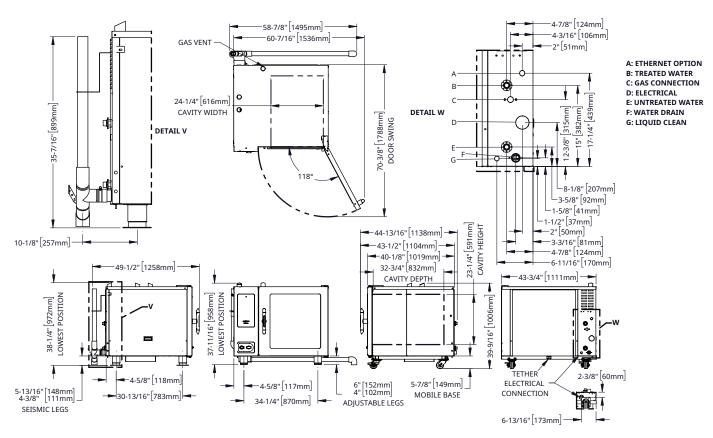
Installation options (select one)

- $\hfill\square$ 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)



DIMENSIONS — standard door



Model Exterior (H x W x D) Interior (H x W x D)

Net Weight

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

Ship Dimensions (L x W x H)*

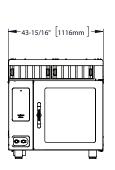
56" x 49" x 51" [1422mm x 1245mm x 1295mm]

Ship Weight*

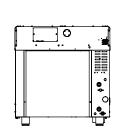
Elec: 708 lb (321 kg) Gas: 667 lb (303 kg)

OVENS WITH VENTECH® HOOD

Electric only



46-3/8" [1177mm] -3/8" [34mm] 6" [152mm] HEPA FILTER ►3/16" [5mm] 1318mm LOWEST POSITION -51-7/8" 46-1/16"



Model Ventech Hood Exterior (H x W x D)

11-1/8" x 43-15/16" x 46-3/8" [282mm x 1116mm x 1177mm] VH-20

Ventech Hood Plus Exterior (H x W x D)

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

Oven with Ventech Hood (H x W x D)

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

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

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

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)*

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

Ship Dimensions (L x W x H)*

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

Ship Dimensions (L x W x H)*

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

Ship Dimensions (L x W x H)*

56" x 45" x 65" [1422mm x 1143mm x 1651mm]

Ship Weight* 276 lb (125 kg) Ship Weight* 336 lb (152 kg) Ship Weight*

Call factory Ship Weight*

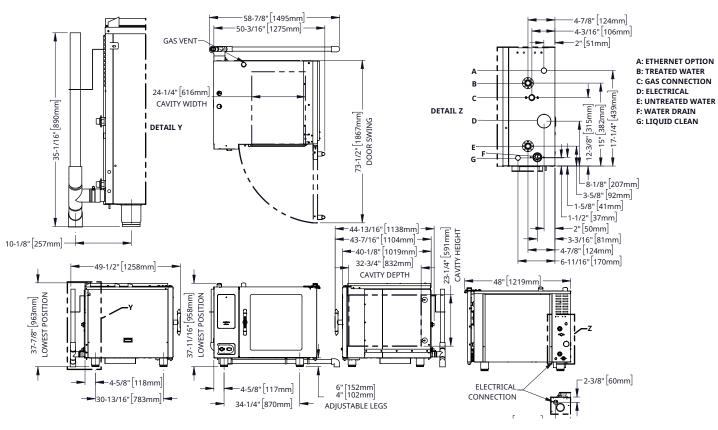
Call factory

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

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



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]

Interior (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)

Ship Dimensions (L x W x H)*

Ship Weight*

56" x 49" x 51" (1422mm x 1245mm x 1295mm)

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



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





| | | | | | | | ECO | | | | | Turb | o Option* | | | |
|----------|-----|----|-------|-------|------|------|--------------------|------|------|-------|------|------|--------------------|------|------|------------|
| 7-20E | V | Ph | Hz | AWG** | Α | Α^ | Breaker minimum | kW | kW^ | AWG** | Α | Α^ | 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 Smoke | r Optic | n | | 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 |

- ** 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.



| | | | | | Without Smoker Option | | | W | ith Smoker O | ption | |
|-----------|-----|----|-------|-------|-----------------------|--------------------|------|------|--------------------|-------|------------|
| 7-20G | V | Ph | Hz | AWG** | Α | Breaker minimum | kW | Α | 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.





CLEARANCE

Top: 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

obiect



• 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 rejection

| 7-20E | Heat Gain qs, BTU/hr | Heat Gain qs, kW |
|-------|-------------------------|---------------------|
| | 1305 | 0.38 |



Heat of rejection

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



ELEKTRISCH

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 Gas | 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

Engineering Specification

| | gg cp-cm-cm-cm | |
|--------------|-----------------------|--|
| | | |
| Job Name | Contractor | |
| Job Location | Approval | |
| Engineer | Contractor's P.O. No. | |
| Approval | | |
| | SKU | |

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 | Brass body, aluminum collar |
|------------------|--|
| Thermal Shut-off | Shuts off gas when internal temperatures |
| | exceed 350°F (177°C) |

Additional Components

| Restraining Device | PVC coated, steel multi-strand cable and mount- |
|----------------------|---|
| _ | ing hardware |
| 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.





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

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.



Snapfast





- 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

Safety-Set®

Benefits





- Crush Resistant
- 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.



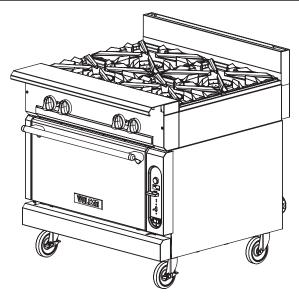
USA: T: (800) 367-6668 • F: (724) 733-4808 • Dormont.com

C.S.I. Section 11420 Item #

HEAVY DUTY COOKING

VULC4N

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



Model V4B36C

shown on a convection oven base







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. 11/4" diameter front gas manifold and 11/4" 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 |
|----------|-----------------------------|
| □ V4B36B | 4-Burners / Cabinet Base |
| □ V4B36S | 4-Burners / Standard Oven |
| □ 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 (F | 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 |
| AC | CESSORIES (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



a division of ITW Food Equipment Group LLC

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



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

INSTALLATION INSTRUCTIONS

- 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.
- 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.
 Clearances
 Rear
 Sides

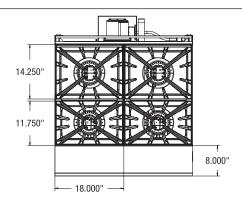
 Combustible
 10"
 10"

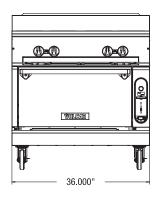
 Non-combustible
 0"
 0"

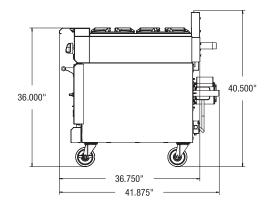
- For proper combustion, install equipment on adjustable legs or casters. On curb or platform, allow 3½" front overhang. Toe base with leveling bolts are required for curb installation. Specify when ordering.
- 6. Cannot be batteried with GH series equipment.
- 7. This appliance is manufactured for commercial installation only and is not intended for home use.

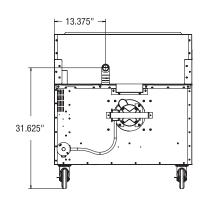
NOTE: In line with its policy to continually improve its product, Vulcan reserves the right to change materials and specifications without notice.

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









| TOP CONFIGURATION | 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 |
| 2 E 2 E | V4B36S | 4-Burners / Standard Oven Base | 190,000 | 675 / 304 |
| | V4B36C | 4-Burners / Convection Oven Base | 172,000 | 715 / 322 |

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



a division of ITW Food Equipment Group LLC

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

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

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 | |

Quantity will vary based on size combination and placement.





| 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 | 23 ⁵ / ₁₆ " x 10 ³ / ₈ " x 6 ⁵ / ₁₆ " (592 x 263 x 160 mm) | _ | 2.20 (1.07) 1,00 (0,03) | 1 |
| Drying Cradle CSDR84 | 8-Slot Drying Cradle - 4 Pack | 23½ x 10¾ x 6½ " (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.

**Each Package Includes:

Camshelving Premium Series

1 box of 2 each pre-assembled post sets, 8 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.





Telephone 714 848 1555 Toll Free 800 854 7631 Customer Service 800 833 3003 © Cambro Manufacturing Company 5801 Skylab Road, Huntington Beach, California 92647-2056 LIT1516 Printed in USA 07/15.

D041540

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

CM-1418-C

CADDY Food Service Systems

page 1 of 1

Self-Leveling Dispensers for

Trays Cabinet or Cantilever Style

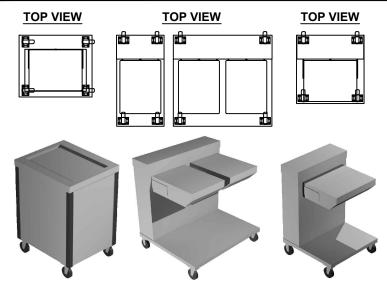


| ROJECT: | | | |
|---------|--|--|--|
| NOSECT. | | | |
| | | | |
| | | | |

Capacity: 75 trays* (Actual capacities vary with shape of tray to be dispensed.) * CM-1814-2C capacity: 150 trays

LOCATION:

ITEM NO:



CM-1814-2C

| Dimensions | | | | |
|------------|----------------------------------|----------------------------------|----------------------------------|-----------|
| Model | Length | Width | Height | Trays |
| CM-1418 | 25 ³ / ₈ " | 21 ½" | 34 ¹ / ₄ " | 14" x 18" |
| CM-1622 | 27" | 23 ½" | 34 1/4" | 16" x 22" |
| CM-1814-C | 16 ½" | 31 ³ / ₄ " | 35 ½" | 14" x 18" |
| CM-2015-C | 16 ½" | 31 ³ / ₄ " | 35 ½" | 15" x 20" |
| CM-2216-C | 16 ½" | 31 ³ / ₄ " | 35 ½" | 16" x 22" |
| CM-1418-C | 23 ½" | 23 ³ / ₄ " | 35 ½" | 14" x 18" |
| CM-1520-C | 23 ½" | 23 ³ / ₄ " | 35 ½" | 15" x 20" |
| CM-1622-C | 23 ½" | 24 ³ / ₄ " | 35 ½" | 16" x 22" |
| CM-1814-2C | 34 ¹ / ₄ " | 24 ³ / ₄ " | 35 ½" | 14" x 18" |

General Specifications

CM-1418

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-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)



CADDY CORPORATION

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internet: www.caddycorp.com

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Metro

| Item # | |
|--------|--|
| | |

Job _

We put space to work

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.



Five Tier 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)









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



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Product Information. U.S. and Canada: 1.800.992.1776 Outside U.S. and Canada: www.metro.com/contactus L02-204 Printed in U.S.A. 6/22

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Polymer Shelving Starter and Add-on Units

Job _____



MetroMax® 4 Starter & Add-on Units

We put space to work.

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).

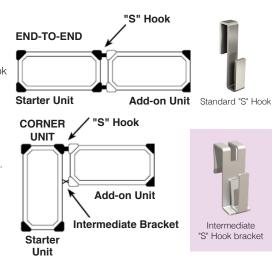
Starter Units: consist of four or five open grid shelves and four posts.

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.



Four open grid, one solid shelf

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

| Nom | iinal 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 |
| | | | | | | | | | | | |

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



5X557H4



MetroMax® 4 Starter & Add-on Units

We put space to work.

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

4-tier: with 62 3/16" (1580) tall posts, open grid shelves.

| Non | 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.

| | | Appro | _ | | |
|-------|-------------|---------------------------|------|--------------------------|------------|
| Nom | ninal W x L | W | /t. | Approx | . Pkd. Wt. |
| in. | mm | Starter Model NUmber lbs. | kg | Add-on Model Number lbs. | kg |
| 18x24 | 457x610 | MF-182474G-S-434.0 | 15.4 | MF-182474G-A-4 31.2 | 14.2 |
| 18x30 | 457x760 | MF-183074G-S-438.4 | 17.4 | MF-183074G-A-4 35.6 | 16.1 |
| 18x36 | 457x914 | MF-183674G-S-444.0 | 20.0 | MF-183674G-A-4 41.2 | 18.7 |
| 18x42 | 457x1060 | MF-184274G-S-447.2 | 21.4 | MF-184274G-A-4 44.4 | 20.1 |
| 18x48 | 457x1219 | MF-184874G-S-452.0 | 23.6 | MF-184874G-A-4 49.2 | 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-438.4 | 17.4 |
| 21x36 | 530x914 | MF-213674G-S-447.2 | 21.4 | MF-213674G-A-4 44.4 | 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-4 53.6 | 24.3 |
| 21x54 | 530x1372 | MF-215474G-S-460.4 | 27.4 | MF-215474G-A-4 57.6 | 26.1 |
| 21x60 | 530x1524 | MF-216074G-S-465.6 | 29.8 | MF-216074G-A-4 62.8 | 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-4 41.2 | 18.7 |
| 24x36 | 610x914 | MF-243674G-S-450.8 | 23.0 | MF-243674G-A-4 48.0 | 21.8 |
| 24x42 | 610x1060 | MF-244274G-S-456.0 | 25.4 | MF-244274G-A-4 53.2 | 24.1 |
| 24x48 | 610x1219 | MF-244874G-S-461.2 | 27.8 | MF-244874G-A-4 58.4 | 26.5 |
| 24x54 | 610x1372 | MF-245474G-S-466.0 | 29.9 | MF-245474G-A-4 63.2 | 28.7 |
| 24x60 | 610x1524 | MF-246074G-S-470.8 | 32.1 | MF-246074G-A-4 68.0 | 30.8 |

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

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The Spirit of Excellence

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|------|--|--|--|
| | | | |

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.



Five Tier 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)









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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 L02-204 Printed in U.S.A. 6/22

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Polymer Shelving Starter and Add-on Units



MetroMax® 4 Starter & Add-on Units

We put space to work.

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).

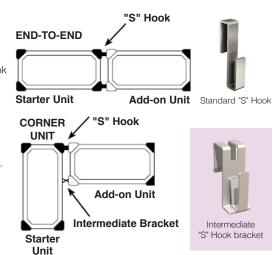
Starter Units: consist of four or five open grid shelves and four posts.

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

| Nom | iinal 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 |
| | | | | | | | | | | | |

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

Four open grid, one solid shelf

| 100 | ************************************** | |
|-------|--|--|
| | | |
| NATE: | | |
| | | |
| | | |
| | | |
| | 5X557H4 | |



MetroMax® 4 Starter & Add-on Units

We put space to work.

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 | inal W x L | | 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.

| Nom | ninal W x L | Appro W | Ар | prox. Pkd. Wt. | |
|-------|-------------|---------------------------|------|------------------------|----------|
| in. | mm | Starter Model NUmber lbs. | kg | Add-on Model Number Ib | s. kg |
| 18x24 | 457x610 | MF-182474G-S-434.0 | 15.4 | MF-182474G-A-4 31 | 1.2 14.2 |
| 18x30 | 457x760 | MF-183074G-S-438.4 | 17.4 | MF-183074G-A-4 35 | 5.6 16.1 |
| 18x36 | 457x914 | MF-183674G-S-444.0 | 20.0 | MF-183674G-A-441 | 1.2 18.7 |
| 18x42 | 457x1060 | MF-184274G-S-447.2 | 21.4 | MF-184274G-A-4 44 | 4.4 20.1 |
| 18x48 | 457x1219 | MF-184874G-S-452.0 | 23.6 | MF-184874G-A-449 | 9.2 22.3 |
| 18x54 | 457x1372 | MF-185474G-S-455.6 | 25.2 | MF-185474G-A-4 52 | 2.8 23.9 |
| 18x60 | 457x1524 | MF-186074G-S-460.0 | 27.2 | MF-186074G-A-457 | 7.2 25.9 |
| 21x24 | 530x610 | MF-212474G-S-436.4 | 16.5 | MF-212474G-A-4 33 | 3.6 15.2 |
| 21x30 | 530x760 | MF-213074G-S-441.2 | 18.7 | MF-213074G-A-4 38 | 3.4 17.4 |
| 21x36 | 530x914 | MF-213674G-S-447.2 | 21.4 | MF-213674G-A-4 44 | 4.4 20.1 |
| 21x42 | 530x1060 | MF-214274G-S-450.8 | 23.0 | MF-214274G-A-4 48 | 3.0 21.8 |
| 21x48 | 530x1219 | MF-214874G-S-456.4 | 25.6 | MF-214874G-A-4 53 | 3.6 24.3 |
| 21x54 | 530x1372 | MF-215474G-S-460.4 | 27.4 | MF-215474G-A-4 57 | 7.6 26.1 |
| 21x60 | 530x1524 | MF-216074G-S-465.6 | 29.8 | MF-216074G-A-4 62 | 2.8 28.5 |
| 24x24 | 610x610 | MF-242474G-S-438.0 | 17.2 | MF-242474G-A-4 35 | 5.2 16.0 |
| 24x30 | 610x760 | MF-243074G-S-444.0 | 20.0 | MF-243074G-A-441 | 1.2 18.7 |
| 24x36 | 610x914 | MF-243674G-S-450.8 | 23.0 | MF-243674G-A-4 48 | 3.0 21.8 |
| 24x42 | 610x1060 | MF-244274G-S-456.0 | 25.4 | MF-244274G-A-4 53 | 3.2 24.1 |
| 24x48 | 610x1219 | MF-244874G-S-461.2 | 27.8 | MF-244874G-A-4 58 | 3.4 26.5 |
| 24x54 | 610x1372 | MF-245474G-S-466.0 | 29.9 | MF-245474G-A-4 63 | 3.2 28.7 |
| 24x60 | 610x1524 | MF-246074G-S-470.8 | 32.1 | MF-246074G-A-4 68 | 3.0 30.8 |

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.



an Ali Group Company



The Spirit of Excellence



We put space to work.

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.









MICROBAN® and the MICROBAN® symbol are registered trademarks of the Microban® Products Company, Huntersville, NC. Microban® product protection does not by itself protect a user from food borne illness. Product must be routinely cleaned.



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:

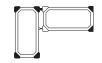
1000 lbs. (454kg) per shelf for lengths of 24" to 48" (610 to 1219mm)
750 lbs. (340kg) per shelf for lengths

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





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

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

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Item#: 21

MetroMax® i Starter & Add-on Units

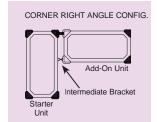
We put space to work.

Material Specifications:

Metro

- 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

Regular "S" Hook location > Intermediate bracket location Post not required

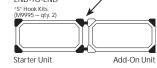


Starter Units: consist of four or five open grid shelves and four posts.

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





'S" Hook

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

| | | 4-Tier Unit with 63" posts | | | | | | | 5-Tier Unit with 74" posts | | | | | |
|-------|----------------------------|----------------------------|------|-----------------------------|-------|-----------------------------|-------------------------|-----------------------|----------------------------|-----------------------------|-----------------------|------|-------------------------|--|
| | ominal h/Length (mm) | Appr Pkd. (lbs.) | | Cat. No. Starter Unit | | Approx. Pkd. Wt. (kg) | Cat. No. Add-On Unit | App Pkd. (lbs.) | | Cat. No. Starter Unit | App Pkd. (lbs.) | | 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. (lbs.) | | Cat. No. Starter Unit |
|---|-------|----------------------------|-----------------------|------|-----------------------------|
| i | 18x24 | 457x610 | . , | , | 5X317HX3 |
| | 18x36 | 457x914 | 74.8 | 33.9 | 5X337HX3 |
| | 18x48 | 457x1219 | 94.5 | 42.9 | 5X357HX3 |
| | 18x60 | 457x1524 | 108.8 | 49.4 | 5X367HX3 |

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

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

| | ominal Approx. h/Length Pkd. Wt. | | | Cat. No. |
|-------|-------------------------------------|--------|------|--------------|
| (in.) | (mm) | (lbs.) | (kg) | Starter Unit |
| 24x24 | 610x610 | 71.7 | 32.5 | 5X517HX3 |
| 24x36 | 610x914 | 91.0 | 41.3 | 5X537HX3 |
| 24x48 | 610x1219 | 111.1 | 50.4 | 5X557HX3 |
| 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 Five-tier Corner Unit Cat. No. MXCNR4 Cat. No. MXCNR5

an Ali Group Company





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.

| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | | | | | | | | | | |
|---|---|---------|--------------------------------------|-----|---|--|---|-------|---|-----|--|--|
| | Edward Don & Company, LLC | | | | | | | | | | | |
| | 2 Business name/disregarded entity name, if different from above | | | | | | | | | | | |
| | | | | | | | | | | | | |
| on page 3. | of the control of the person whose name is entered on line 1. Check only one of the following seven boxes. | | | | | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | | | |
| s. | single-member LLC | | | | | Exempt payee code (if any) | | | | | | |
| ži Š | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P | | | | | | | | | | | |
| Print or type. Specific Instructions | Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | | | | | Exemption from FATCA reporting code (if any) | | | | | | |
| eci | ☐ Other (see instructions) ▶ | | | | (Applies to accounts maintained outside the U.S.) | | | | | S.) | | |
| Sp | 5 Address (number, street, and apt. or suite no.) See instructions. | Request | uester's name and address (optional) | | | | | | | | | |
| See | 9801 Adam Don Parkway | | | | | | | | | | | |
| 0, | 6 City, state, and ZIP code | | | | | | | | | | | |
| | Woodridge, II 60517 | | | | | | | | | | | |
| | 7 List account number(s) here (optional) | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Par | Taxpayer Identification Number (TIN) | | | | | | | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number | | | | | | | | | | | | |
| backup withholding. For individuals, this is generally your social security number (SSN). However, for a | | | | | | | | | | | | |
| resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> | | | | | - | | - | | | | | |
| TIN, later. | | | | | | | | | | | | |
| · | | | | | | er identification number | | | | | | |
| Number To Give the Requester for guidelines on whose number to enter. | | | | | | | | Π. | | | | |
| | | | 3 | 6 - | 2 | 0 8 | 1 ' | 9 6 | 4 | | | |
| Par | t II Certification | | | | 1 | | | | | | | |
| Unde | r 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 required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. | | | | | | |
|--|-------------------------------|-------------|-------|------------|--|--|
| Sign Here | Signature of U.S. person ▶ | Joh R Blasy | Date▶ | 01/01/2024 | | |

General Instructions

Section references are to the Internal Revenue Code unless otherwise

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,



RFP-050-2024-2025 Addendum 1 Edward Don & Company Supplier Response

Event Information

Number: RFP-050-2024-2025 Addendum 1

Title: Kitchen Equipment For DeerCreek ES, MeadowCreek ES &

Sycamore ES

Type: 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 | | |
| Р | 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

Edward Don & Company Information

Address: 3501 Plano Parkway

The Colony, TX 75056

Phone: (800) 777-4366

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

Kate Lee Katelee@don.com

Signature Email

Submitted at 1/14/2025 10:10:09 AM (CT)

Supplier Note

Thank you for the opportunity to bid! I have listed freight estimates and free freight items on the bid specification attachment. Kate Lee

Requested Attachments

No response M/WBE/HUB Certificates

Attach M/WBE/HUB Certificates here

Additional Certification and or License No response

Attach Additional Certification and or License here

CISD Main Vendor Info Form Main Vendor Info form

Update Jan 2025.pdf

Attach completed vendor information form here

Edward Don Company LLC_ W-9-W9 Form

2024.pdf

Attach Vendor W9 Here

CISD COI 2025 Edward Don Certificate of Insurance

Company LLC Crowley

Indepandent School District.pdf

Attach copy of COI here

CISD Conflict of Interest Jan **Conflict of Interest Questionnaire**

2025.pdf

Download the CIQ from the Attachments tab and upload a completed copy

here.

CISD Disclosure of Lobbying **Disclosure of Lobbying Activities**

Activities.pdf

Attach Disclosure of Lobbying Activities here if applies

CISD Data Privacy Agreement JAN **Data Sharing Agreement**

2025.pdf

Attach completed Data Sharing Agreement here if it applies

Proposed Specifications CROWLEY_ISD_(d_c_02).pdf

Please proposed specifications here in PDF format. This should be for all items being requested in this RFP.

Page 5 of 45 pages Vendor: Edward Don & Company RFP-050-2024-2025 Addendum 1

Bid Attributes

| | Attibutes |
|---|--|
| 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. Michael Larson District Sales Manager |
| 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 |

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

8 Crowley ISD District Overview

✓ Yes

~~~This is your electronic signature.

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) 9<sup>th</sup> 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

shall use commercially reasonable efforts to satisfy any such requirement.

| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | ✓ Yes, I understand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

# 0

#### Scope of Work

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  Items must be delivered to CISD Warehouse Building 10400 N. Crowley Rd. Crowley TX 76 available for the awarded vendor to utilize during the delivery. Awarded vendor will work we Maintenance on schedule for installation of equipment.  As a reminder, all new equipment are turn-key purchases and must include all needed instructed costs.     This is your electronic signature.     Yes, I understand  No | rith Director of                           |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1 2 | Removal of Packaging  The awarded vendor(s) will be required to remove and discard from Crowley ISD premises this project.  ~~~This is your electronic signature that you agree.  Yes, I understand  No                                                                                                                                                                                                                                      | s any and all packaging for                |
| 1 3 | Period of Performance  The period of performance will be from date of award through June 30, 2025. Crowley ISI 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 ide be subject to the terms and conditions of this RFP. This is your electronic signature.  Yes, I understand  No                           | in the best interest of the                |
| 1 4 | Estimated Annual Expenditures  Based on the current needs of Crowley ISD, the District estimates the spend amount for the approximately \$684,000.00.  **This amount is an approximate. Actual amount will depend on awarded numbers.                                                                                                                                                                                                        | ·                                          |
| 1 5 | Tentative Timeline Information  Timeline  RFP Advertised Date                                                                                                                                                                                                                                                                                                                                                                                | <b>Date</b><br>12/18/2024 9:00<br>A.M. CST |

| Date             |
|------------------|
| 2024 9:00        |
| ST               |
| 25 12:00         |
| ST               |
| 25 End of        |
| ess Day          |
|                  |
| 25 2:00 P.M. CST |
|                  |
| ry 2025          |
| ry 2025 or       |
| ary 2025         |
| Board Approval   |
|                  |
|                  |

| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |

| 1 | RFP Closing                                                                                                                                                                                                                                                                                                                                                                               |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | 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.                                                                                                                                                                                                                                                                                                                                 |
|   | Join Zoom Meeting <a href="https://crowley-k12-tx-us.zoom.us/j/98917778490?pwd=VMaz18hmSOqEkOaGXb8dq91os1jRuW.1">https://crowley-k12-tx-us.zoom.us/j/98917778490?pwd=VMaz18hmSOqEkOaGXb8dq91os1jRuW.1</a> Meeting ID: 989 1777 8490 Passcode: 038607                                                                                                                                      |
|   | 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)                                                                                                                                                                                                                                                                                |
|   | • +1 253 213 6762 US (Tacollia)<br>• +1 669 444 9171 US<br>• +1 669 900 6833 US (San Jose)<br>• +1 719 359 4580 US                                                                                                                                                                                                                                                                        |
|   | • +1 646 931 3860 US<br>• +1 689 278 1000 US<br>• +1 929 436 2866 US (New York)                                                                                                                                                                                                                                                                                                           |
|   | • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US • +1 313 636 6700 US (Chicago)                                                                                                                                                                                                                                                                             |
|   | • +1 312 626 6799 US (Chicago)<br>• +1 360 209 5623 US<br>• +1 386 347 5053 US<br>• +1 507 473 4847 US                                                                                                                                                                                                                                                                                    |
|   | • +1 564 217 2000 US<br>Meeting ID: 989 1777 8490                                                                                                                                                                                                                                                                                                                                         |

# This proposal will be awarded to one vendor. 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 electronic signature. ✓ Yes, I understand □ No

| 19  | 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  All disputes arising in connection with the contract formed as a result of this proposal shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of thirty (30) calendar days, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available by law or in equity. This is your electronic signature.  Yes, I understand  No |
| 2   | District Purchase Orders  Does your company accept district purchase orders?  Vendor must type "Yes" or "No" as an answer  Yes                                                                                                                                                                                                                                                                                                                                                |
| 2 2 | District Checks  Does your company accept district purchase checks for payment?  Vendor must type "Yes" or "No" as an answer  Yes                                                                                                                                                                                                                                                                                                                                             |
| 2 3 | W-9 Form  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.  ∼∼This is your electronic signature.  ✓ Yes, I understand  □ No                                                                                    |

| 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 <a href="mailto:accounts.payable@crowley.k12.tx.us">accounts.payable@crowley.k12.tx.us</a> .                                                                                                                                                                                                                                                                                                                                           |
|     | If vendor selects to mail paper copies of invoices, please send to the below:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|     | Crowley ISD Attention: Accounts Payable PO Box 688 Crowley TX. 76036                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|     | ~~~This is your electronic signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|     | ✓ Yes, I understand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|     | □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2 5 | Payments for Goods and Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3   | 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. |
| 2   | 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.                                                                                                                                                                                                                                                                                                            |
| 2   | 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.  ✓ Yes, I understand                                                                                                                                                                                                                                                                                                              |
| 2   | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|     | ☑ Yes<br>□ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2   | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| 30  | Dun & Bradstreet Number (DUNS #)  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).  N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 31  | Covid-19 Vaccine Passport Prohibition  Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.  ∼~~This is your electronic signature.  ✓ Yes, I understand  □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3 2 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 333 | Non-Collusive Bidding Certificate  NON-COLLUSIVE BIDDING CERTIFICATE- By submission of this bid or proposal, the vendor certifies that: a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above.  ✓—~This is your electronic signature.  ✓ Yes  □ No |

| 3   | Criminal Background Check Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4   | 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.  ☑ Yes, I understand □ No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3   | Crowley ISD Indemnification/Fingerprinting Info                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3 5 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3   | Crowley ISD Indemnification/Fingerprinting Info are listed in an attachment. Please check if you agree to CISD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 35  | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 35  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 355 | 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  Crowley ISD Insurance Provisions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 355 | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 860 | 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  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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 36  | Crowley ISD Indemnification/Fingerprinting Info. This is your electronic signature.  Yes  No  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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 35  | Crowley ISD Indemnification/Fingerprinting Info. This is your electronic signature.  Yes  No  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, voundor 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

#### 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.

N/A

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.

| 4 | Conflict of Interest Questionnaire |
|---|--|
| 0 | 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: https://www.ethics.state.tx.us/forms/conflict/ . 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.) |
| | Officers of the Crowley Independent School District are as follows: |
| | Dr. Michael McFarland, Superintendent of Schools Daryl R.Davis,II, Board President Gary Grassia, 1st Vice President Dr. Mia Hall, 2nd Vice President Nedra Robinson, Board Secretary June Davis, Board of Trustee Member Dr. La Tonya Woodson-Mayfield, Board of Trustee Member Kelicia Stevenson, Board of Trustee Member |
| | The Conflict of Interest Questionnaire form can also be located under the "Attachments Tab" of this advertised RFP. If you are required to file, attach your completed conflict of interest questionnaire under the "Response Attachments" Tab of this RFP. |
| | If there is a conflict of interest, answer yes and then complete the conflict of interest questionnaire and upload it to 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. ☑ Yes ☐ N/A |
| 4 | Prohibition on Contracts with Companies Boycotting Israel (HB 89) |
| • | 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. |
| | Note: 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 |

| 4 2 | Prohibition on Contracts with Certain Companies (SB 252) 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 |
|-----|---|
| 4 3 | Prohibition from Contracting with Abortion Providers 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. |
| 4 4 | Contract with person indebted to school district Texas Education Code 44.044 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 |

| 4 | Code of Conduct |
|---|---------------------|
| 5 | Vandara and their a |

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 I / A |  |  |
|---------|--|--|
| N/A     |  |  |

| 48 | Place of Business                                                                                                                                                                                                                                                              |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8  | 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: |
|    | <ul><li>1.Has its principal place of business been located in the state of Texas; OR</li><li>2.Employs at least 500 persons in the state of Texas</li><li>3.IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?</li></ul>                                            |
|    | Both 1 & 2                                                                                                                                                                                                                                                                     |
| 4  | Month on of Francisco                                                                                                                                                                                                                                                          |
| 4  | Number of Employees                                                                                                                                                                                                                                                            |
| 9  | 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 in this state of Texas; OR                                                                                                                                                                                                              |

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.

3.IF YOU ARE NOT A TEXAS BASED BUSINESS, DO YOU HAVE MORE THAN 500 EMPLOYEES IN TEXAS?

~~~This is your electronic signature.

2. Employs at least 500 persons in this state.

✓ Yes, I Agree

Both 1 & 2

☐ No

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.

| Compliance with Texas Family Code Provision 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 □ N/A |
| American With Disabilities Act 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. Ves No |
| |

| 5 | TRS Retiree Reporting |
|----------|---|
| 5 | 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. Yes, I understand No |
| 5 | Critical Infrastructure Subcontracts |
| 7 | 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 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. Yes No |
| | □ N/A |

| 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. ——————————————————————————————————— |
|----|---|
| 6 | 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 state. |
| | ~~~This is your electronic signature. ☑ Yes □ No |

| 65 | Antitrust Affirmation 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 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: |
| | providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. |
| | 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 □ N/A |

| 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: | |
| | CISD assigned student identification numbers CISD employee data Metadata User Content/Course Content All personally identifiable information in education records, directory data and other non-public education | |
| | Personally identifiable information (PII) as identified in the Family Education Rights and Privacy Act (FERPA) De-identified information- Data or information that neither identifies nor provides the identity of an individual | |
| | **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" ~~~This is your electronic signature. ☑ Yes □ No □ N/A | |
| ô | Prior Disaster Relief Contract Violation | |
| 3 | Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. | |
| | ~~~This is your electronic signature. ☑ Yes □ No | |
| • | | |
| 9 | Disaster Recovery Plan Upon request of the district, Vendor shall provide the descriptions of its business continuity and disaster recovery plans. | |
| | ~~~This is your electronic signature. ☑ Yes □ No | |
| 7 | Financial Participation Prohibited Affirmation | |
|) | 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 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 |
|---|--|
| 7 | Firearm Entity/Trade Association Nondiscrimination |
| Firearm Entity/Trade Association Nondiscrimination If VENDOR is not a sole proprietorship, has ten (10) or more employees, and 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 not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any with the DISTRICT, unless excepted from that law. | |
| | ~~~This is your electronic signature. |
| | ✓ Yes |
| | □No |
| 7 | France Common Bornett |
| 7 3 | Energy Company Boycott 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. ☑ Yes □ No |
| 7 4 | Equal Employment Opportunity 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. |
| | ✓ Yes |
| | □No |
| 7 | Certification of Equal Employment Statement |
| 75 | 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) or race, color, 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. ✓ Yes □ No |

| 76 | Davis Bacon Act 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 |
|----|--|
| 7 | Copeland Anti-Kickback Act 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. ∼~This is your electronic signature. ✓ Yes |
| | □ No |
| 78 | 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 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. |
| | ✓ Yes □ No |
| 79 | Certificate Regarding Debarment Suspension Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule. ~~~This is your electronic signature. |
| | ✓ Yes □ No |

| 8 0 | Disclosure of Lobbying Activities 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. | | |
|-----|---|--|--|
| 8 | 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 | | |
| 8 2 | 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 | | |
| | | | |
| 8 | 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. | | |
| | | | |
| 8 4 | 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 When federal funds are expended by Crowley ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871). ~~~ This is your electronic signature. | | |
| | ~~~This is your electronic signature. ☑ Yes □ No | | |

| 3 | id 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 | | | | |
| 3 | 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 | | | | |
| | 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule 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. |
|-----|------|----|------|------------|------------|
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| ✓ | Yes |
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☐ 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.

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| 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 to do so. The vendor will be compensated for work performed and accepted and goods accepted by 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. I agree to abide by this Federal Rule. ✓—∼This is your electronic signature. ✓ Yes □ No |

| 95 | Prohibition on Telecommunications/Video Services or Equipment, 2 C.F.R. §200.216 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 |
|----|---|
| 96 | Domestic Preference for Procurement 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 |
| 97 | Profit As a Separate Element 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 □ No |
| 98 | Intangible Property 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 □ No |

| 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. |
|------|--|
| 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 |

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Certificate Regarding Drug-Free Workplace

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.

| acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify the will adhere to the requirements of the Drug-Free Workplace Act of 1990. |
|--|
| ~~~This is your electronic signature. ☑ Yes ☑ No |
| |

| Certificate Regarding Worker's Compensation 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 |

04

E-Verify Programs

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 |

| | 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. ✓ This is your electronic signature. ✓ Yes |
|--------|--|
| | |
| - O | Interlocal Agreement Clause - EPCNT (Educational Purchasing Cooperative of North Texas) Crowley ISD is a member of EPCNT (Educational Purchasing Cooperative of North Texas) 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 □ No |
| | LLI NU |

| 1 | Contractor's Certificate Regarding Cooperative Agreement |
|--------|---|
| 0 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: |
| | (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or (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. |
| | 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 |
| | □No |
| 1 | Affiliated Purchasing Cooperatives |
| 08 | Crowley ISD is currently affiliated with the below cooperatives. If your company is currently awarded to any of these cooperatives and you are interested in submitting to this advertised line item RFP, you must submit to this proposal for possible evaluation. |
| | Cooperative Name |
| | Allied State Cooperative |
| | Buyboard Cooperative Choice Partners Cooperative |
| | Equalis Group Cooperative |
| | Omnia Partners (Formally U.S. Communities) Cooperative |
| | Sourcewell (Formally NJPA) Cooperative Tarrant County Cooperative Purchasing Program |
| | Texas DIR (Texas Department of Information Resources) |
| | Texas SmartBuy Cooperative |
| | TIPS- USA (The Interlocal Purchasing System) Cooperative TXMAS- Texas Comptroller |
| 1 | |
| 0 | Section 2.0 - References |
| 7 | |

| 10 | Reference Requirements 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. ~~~This is your electronic signature. Yes No |
|-----|---|
| 1 | Reference 1 Reference Number 1. 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. Grand Prairie ISD 2602 S Beltline Rd Grand Prairie TX 75052 PH 972-237-5516 Fax 972-237-5533 Debbie Torres debbie.torres@gpisd.org |
| 1 2 | Reference 2 Reference Number 2. 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. Prosper ISD 605 E 7th street Prosper TX 75078 469-219-2000 x 12275 Ranka Mihaljcic rmjhaljcic@prosperisd.net |
| 1 | Reference 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. Keller ISD Child Nutrition Smallware's" #2105-10 Alyson Moss 817-744-1135 alyson.moss@kellerisd.net |

Section 3.0 - Evaluation Criteria

| 1 | Evaluation Criteria | | | |
|------------|---------------------------|--|--------------------------------------|--|
| 1 5 | Dep | valuating Request for Proposals submitted and per the Texas Education Code 44.031(b) artment of Agriculture, Administrators Reference Manual (ARM) Section 17, following siderations shall be taken into account to determine the best value for the District. | and Texas | |
| | | Factors | Possible Points or 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 | the total long-term cost to the District to acquire the vendor's goods or services | 10 | |
| | 8 | for a 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 vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or 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: -demonstrated competence: a. experience, etcqualifications: a. education b. certification, licenses, etc. | 10 | |
| 116 | Ven curr mad and | | resentations | |
| 1 | Wai | ranty of Equipment | | |
| 1 7 | Plea | se provide warranty of all identified equipment here. | | |
| | All | Manufactures Warranties are in response attachments | | |

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 UOM: EA Manufacturer #: TC5003WN | No Bid |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | |
| 3 | Speed Queen Dryer | |
| | Quantity: 3 UOM: EA Manufacturer #: DC5003WE | No Bid |
| | 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: \$4,491.55 Total: | \$26,949.30 |
| | 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: \$3,382.31 Total: | \$10,146.93 |
| | 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: \$13,581.26 Total: | \$81,487.56 |
| | Manufacturer #: PT-HC-30-SS-2S-D | |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | |
| 7 | Utility PassThough Refrigerator | |
| | Quantity: 6 UOM: EA Price: \$10,943.93 Total: | \$65,663.58 |
| | Manufacturer #: PT-R-30-SS-2S-D | |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | |

| 8 | Alto Shaam NG 120 Volt Oven | |
|-----|--|--------------|
| | Quantity: 12 UOM: EA Price: \$19,130.65 Total: Manufacturer #: 7-20G PRO Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | \$229,567.80 |
| 9 | Stacking Hardware | |
| | Quantity: 6 UOM: EA Price: \$1,422.44 Total: Manufacturer #: 5016707 Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | \$8,534.64 |
| 1 | Installation Kit | |
| • | Quantity: 12 UOM: EA Price: \$968.20 Total: Manufacturer #: 5026980 Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | \$11,618.40 |
| 1 | Dormont Blue Hose Gas Connection Kit | |
| 1 | Quantity: 12 UOM: EA Price: \$163.78 Total: Manufacturer #: 1675KIT48 Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | \$1,965.36 |
| 1 2 | Vulcan Gas Range | |
| _ | Quantity: 3 UOM: EA Price: \$5,246.31 Total: Manufacturer #: V2B18B Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | \$15,738.93 |
| 1 | Regency Can Rack | |
| 3 | Quantity: 3 UOM: EA Manufacturer #: CANRK162M Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. | No Bid |
| 1 4 | Little Giant Utility Cart | |
| • | Quantity: 6 UOM: EA Manufacturer #: LG-2436-BRK | No Bid |

As a reminder, no exceptions or alternates will be accepted for this RFP.

Item Notes:

| 1 | Regency Dunnage Rack |
|------------|---|
| 1 5 | Regelicy Dulliage Nack |
| | Quantity: 3 UOM: EA No Bid |
| | Manufacturer #: 600DP482212P |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. |
| 1 | Cambro Mobile Drying Rack |
| 1 | Cambro Mobile Dryling Rack |
| | Quantity: 6 UOM: EA Price: \$987.01 Total: \$5,922.06 |
| | Manufacturer #: CPMU244875PDPKG |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. |
| 1 | Regency Pan Rack |
| 7 | |
| | Quantity: 3 UOM: EA No Bid |
| | Manufacturer #: 600PR20316K |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. |
| 1 | Mobile Tray Lowerator |
| 8 | |
| | Quantity: 6 UOM: EA Price: \$1,618.54 Total: \$9,711.24 |
| | Manufacturer #: CM-1814-C |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. |
| 1 | Cold Storage Shelving |
| 9 | |
| | Quantity: 12 UOM: EA Price: \$538.21 Total: \$6,458.52 |
| | Manufacturer #: Metro 5X537G4 |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. |
| 2 | Cold Storage Shelving |
| 0 | |
| | Quantity: 36 UOM: EA Price: \$714.41 Total: \$25,718.76 |
| | Manufacturer #: Metro 5X567G4 |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP. |
| 2 | Dry Storage Shelving |
| 2 | |
| | Quantity: 18 UOM: EA Price: \$1,014.27 Total: \$18,256.86 |
| | Manufacturer #: Metro 5X56GX3 |
| | Item Notes: As a reminder, no exceptions or alternates will be accepted for this RFP |

Response Total: \$517,739.94