

# **FLOUR BLUFF ISD**

**FLOUR BLUFF • NORTH PADRE ISLAND • NAS • CCAD**

## **FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

### **REQUEST FOR PROPOSALS**

**RFP #23-24-0419**

### **SERVING LINES FOR JUNIOR HIGH SCHOOL CAFETERIA**

Flour Bluff Independent School District is accepting proposals for serving line equipment for the Junior High School Cafeteria in accordance with the instructions, specifications, terms, and conditions specified in this solicitation. Please submit all bid solicitation forms with the proposal. The bid will be awarded to one vendor.

Proposals will be received at:

Flour Bluff Independent School District  
Attn: Arti Bhakta Purchasing Agent  
2505 Waldron Road  
Corpus Christi, TX 78418

Submission Deadline: May 3<sup>rd</sup> 2024 at 10:00 am

Proposals will not be publicly opened. Any proposal received after the specified time, whether delivered in person or mailed, will be deemed late and disqualified. FAXED proposals will not be accepted.

After evaluating all proposals, a vendor may or may not be recommended to the Board of Trustees for Flour Bluff ISD at the next scheduled meeting.

Flour Bluff reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district.

## **SCOPE OF WORK**

Flour Bluff ISD Nutrition Department is seeking Serving Line Equipment for the Junior High School Cafeteria according to the specifications listed in this solicitation.

Vendors will itemize bid pricing for the base price of equipment and installation and coordinate delivery and installation with Flour Bluff ISD's Child Nutrition Department.

## **GENERAL INFORMATION**

### **ADVERTISING**

Notice of when and where bids or proposals will be received and opened shall be published in the county where a district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications. Education Code 44.031(g).

### **CLARIFICATIONS**

For the purpose and clarity of this document only, "FBISD" will mean Flour Bluff Independent School District of Nueces County. Also, for the purpose and clarity of this document, the word "Vendor" will mean any reliable and interested broker, vendor, and/or manufacturer who wants to bid on this contract.

### **RFP QUESTIONS**

Questions regarding this RFP should be directed to the person specified on the cover sheet, Arti Bhakta, Purchasing Agent, abhakta@flourbluffschoools.net. Answers citing the question will be distributed simultaneously to all known prospective offerors. Oral answers provided by Flour Bluff ISD or its agents shall not be binding. No modification or amendment to this Request for Proposals shall be valid unless outlined in writing- via a signed addendum or amendment from the District Business Office.

### **ONE PRICE**

The Vendor will not be allowed to offer more than one price on each item even though he may feel he has two or more types or styles that will meet specifications. The vendor must determine which to offer. IF SAID VENDOR SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.

### **RECEIPT OF BIDS**

FBISD shall receive sealed proposals until the date and time indicated on the bid cover sheet. Bids must be delivered to the FBISD Administration building at the above address in sealed envelopes clearly marked on the outside with the name of the Vendor, Due Date and Time, Bid Number, and Bid Title. Please provide 1 copy marked ORIGINAL and 3 copies marked COPY.

### **BRAND REQUIREMENTS**

Brand name and model numbers are offered as a reference for Vendors regarding the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. Determining the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the District.

### **PRODUCT OFFERED**

The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the contract, the Vendor shall offer to FBISD a new alternate product meeting and/or exceeding the established specifications under the same terms, conditions, and prices as the originally offered item.

**COMPLETENESS**

Proposals shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete or if it contains irregularities of any kind.

**FALSE/MISLEADING STATEMENTS**

Proposals that contain false or misleading statements or provide references that do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

**COMMUNICATION**

The District will only respond to questions submitted via email. The District will simultaneously send all respondents addendums and answers to questions concerning this solicitation via email. Any person wishing to obtain additional information about the RFP or submissions may contact Arti Bhakta, Purchasing Agent. Email: [abhakta@flourbluffschoos.net](mailto:abhakta@flourbluffschoos.net)

**SUBMISSION REQUIREMENTS****SUBMISSION DEADLINE**

All proposals must be either hand delivered or mailed in a sealed envelope/package clearly marked with the Vendor's name, return address, and the RFP title/number on or before 10:00 am, May 3rd, 2024. The respondent is responsible for ensuring that their proposal and subsequent addenda, if any, arrive before the above-stated Time and Date. Proposals transmitted via the District's facsimile machine or email are not acceptable.

**LATE SUBMISSIONS**

Any proposals the District declares "Late" will be deemed a No Response and will not be considered. These proposals will be returned unopened.

**INCLEMENT WEATHER**

If Flour Bluff ISD Schools are closed (either the "schools" and/or "offices") on the day a bid is "DUE", that bid will be due at the same time the next day that the Flour Bluff ISD Schools are open.

**BID OPENING**

Bids will not be opened publically. Submitted Proposals will remain in the sealed state until the proper time.

FBISD reserves the right to review all materials and present a recommendation to the Board of Trustees before bids are available for review. Bid documents will only be available for review after the board approves the Contract. Vendors may call the Office of Purchasing to schedule a date and time to review bid documents.

**TERMS, CONDITIONS & AGREEMENTS****TYPE OF CONTRACT**

The Contract shall be a firm-fixed-price contract based on the cost of the project.

**PRICE ADJUSTMENT**

Prices shall remain firm during the contract period. Any request for price increase must be submitted in writing to the District, and the District reserves the right to accept or deny any price increases. No increase shall be effective until approved by the District. Any decrease in the cost of the services due to a general decline in the market price or other

effective factors shall be forwarded to the District with immediate inception into the contract.

**DELIVERY CHARGES**

All bid prices shall include all delivery charges.

**TAXES**

The District is exempt from the payment of the Texas Sales Tax. Prices quoted shall not include State Sales Tax. Exemption certificates will be furnished upon request. The FBISD Tax Exempt Number is 74- 6000593.

**ADDENDA**

FBISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send an addenda issued to the parties that have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact the Business Office to determine if addenda was issued and, if so, to obtain such addenda for attachment to the Proposal.

**OPEN COMPETITION**

The District encourages free and open competition. Whenever possible, specifications and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity of satisfying the District's needs and the assurance of an economically and operationally sound solution.

**ERRORS**

The District is not liable for any errors or misinterpretations in responding to this RFP.

**PREPARATION EXPENSE**

All Proposals submitted in response to this RFP must be supplied at the sole expense of the proposing Vendor, irrespective of the district's final decision regarding contract award.

**INSPECTION OF WORK**

Each Vendor is responsible for becoming fully informed about the nature and extent of the work required and its relation to any other conditions.

**NEGOTIATIONS**

Final negotiations may be conducted with the selected Vendor in order to ensure the best overall program design and to achieve the best business arrangement for the parties.

**INDEMNIFICATION**

The Award Vendor(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

**ASSIGNMENT**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the District.

**QUALIFICATIONS OF VENDOR****VERIFICATION OF VENDOR'S EXPERIENCE**

Vendors who cannot verify that they have the required experience and resources to provide the components as determined by FBISD, not necessarily industry standards, will not be considered.

**REFERENCES**

Vendors shall provide at least three (3) names of contact persons and phone numbers and references of similar size. Additional references may be provided on company letterhead.

**VENDOR DISQUALIFICATION**

A person convicted of bribery attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the State.

**ADDITIONAL WORK**

Upon verification of specific problems beyond the scope of routine work, the contractor shall submit a written work proposal specifying the extent of the work, the manner of execution, and the cost. Upon approval by the District, the contractor shall carry out this "additional work" on an approved schedule.

**MATERIALS & EQUIPMENT**

All materials and equipment required to perform under this contract shall be supplied by the Vendor unless otherwise specified. The quantity and quality of all materials and equipment must be adequate to perform all work included in the contract.

**VENDOR'S LIABILITY**

The vendor shall assume liability for damage or loss resulting from their employees' wrongful act(s) and /or negligence while they are on District-owned premises. The Vendor or insurer shall reimburse the District for any such damage or loss within thirty (30) days after a claim is submitted.

**DEFAULT**

In case of default by the Vendor, the District reserves the right to purchase any or all items and services in default in the open market, charging the Vendor with any additional costs. The defaulting Vendor shall not be considered a responsible Proposer until the assessed charge has been satisfied.

**NON-APPROPRIATIONS**

Any contract entered into by the District resulting from this proposal invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period or appropriated year.

**PUBLICITY RELEASE**

The vendor agrees not to refer to the award of this contract in commercial advertising in a manner that states or implies that the products or services provided are endorsed or preferred by the user.

**PRIME VENDOR RESPONSIBILITIES**

The Vendor shall be required to assume sole responsibility for the complete effort as required by the proposal. The District shall consider the Vendor to be the sole point of contact regarding contractual matters.

## **ANNULMENTS AND RESERVATIONS**

### **BID REJECTION**

FBISD reserves the right to reject bids for any and all of the items and/or to waive technical defects if, in its judgment, the interest of FBISD shall so require.

### **CONTRACT ANNULMENT**

FBISD reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon FBISD, materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of FBISD to damages for the breach of any covenant of the contract by the Award Vendor(s).

### **FORCE MAJEURE**

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to acts of God or the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, an unusually severe weather, but in every case the failure to perform must be beyond the control of both. The Vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by another party were obtainable from other sources in sufficient time to permit the Vendor to meet required delivery schedule.

## **DELIVERY/INSTALLATION REQUIREMENTS**

### **FOB DESTINATION**

All materials, supplies, and equipment for FBISD shall be delivered FOB, Destination.

### **DELIVERY TIME(S)**

All school deliveries shall be made between 7:30 A.M. and 4:30 P.M. local time and only on regular school days. Special arrangements for delivery outside of school hours will need to be organized with the Child Nutrition Department. Contact Gina Valdez, Child Nutrition Director, Email: [gvaldez@flourbluffschools.net](mailto:gvaldez@flourbluffschools.net)

### **DELIVERY LOCATION(S)**

All deliveries shall be made inside the school, warehouse, and office buildings.

### **RESPONSIBILITY FOR DELIVERIES**

All deliveries scheduled and received are the responsibility of the Award Vendor and deliveries by "drop shipment" from other sources will not be accepted by FBISD.

### **DAMAGES**

The Award Vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.

### **CLEAN-UP**

The Award Vendor(s) shall be responsible for cleaning up and removing all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and setting up any furniture and equipment.

**PACKAGING**

All materials must be securely packed in accordance with accepted trade practices.

**COST**

All costs associated with the freight and delivery to the location(s) specified is to be included in the Cost/Bid. No additional compensation will be made for complying with the agreed upon schedule.

**DELIVERY SLIP/TICKET**

A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

**EQUIPMENT PLACEMENT**

Equipment shall be uncrated, fully assembled, and set level in position for final connections. Parts shipped loose but required for connection shall be properly tagged and accompanied by the necessary installation instructions.

**SUPERVISION**

Provide a competent, experienced foreman to supervise installation and final connections with other trades.

**GUARANTEE & WARRANTIES****UNCONDITIONAL GUARANTEE**

The Vendor shall unconditionally guarantee the materials and workmanship of all equipment furnished by them for a period of one year from the date of acceptance, i.e., delivery and installation.

**EQUIPMENT GUARANTEE**

If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of FBISD are due to faulty design and installation, workmanship or materials upon notification, the Vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or the vendor shall replace the part or entire unit to the complete satisfaction of FBISD. These repairs and/or replacements shall be made at such times as will be designated by FBISD to avoid any interruption to the instructional programs. Vendors agree to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied free of charge, during the warranty period if the equipment cannot be repaired within three working days.

**WARRANTY**

Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this contract null and void at the option of the Buyer. Seller warrants that:

1. The goods to be delivered hereunder shall fully conform to the specifications, drawings, and descriptions listed in the packet and to the sample(s) furnished by the Seller, if any. Further, it is agreed that this warranty shall survive acceptance of delivery and payment for the goods and that the Seller agrees to bear the cost of inspecting and/or testing all goods rejected.
2. That the goods to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Seller will, at no expense to the Buyer, defend any and all actions or suits charging such infringement against the Buyer, its agents and/or employees, in the event of any action or suit.

3. That the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provision of all applicable Federal, State, and Local laws, ordinances, statutes, regulations, and/or policies.
4. Nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Buyer.
5. In the event of a conflict between specifications, drawings, and descriptions, the specifications shall govern all products purchased through this Proposal and be NEW and free from defects. Please attach a description of your warranty and any manufacturer's warranty.

**BILLING & PAYMENT**

**BID BOND**

A bid bond will not be required for this solicitation/contract.

**PURCHASE & PAYMENT TRANSACTIONS**

All purchase and payment transactions will be made directly between the vendor and the requesting entity. FBISD assumes no obligations on behalf of any other agency.

**FUNDING CONTINGENCY**

The purchase of this equipment is pending approval and allocation of funds by the Board of Trustees. FBISD reserves the right to award the contract as described in this specification in part or completely and reserves the right not to award a contract.

**INVOICE SUBMITTAL**

All invoices must be mailed according to the instructions shown on the purchase order (unless otherwise noted). At the time of delivery, a third copy (Delivery Ticket) shall be sent with the material to Flour Bluff ISD—Central Receiving.

**INVOICE MAILING ADDRESS**

Flour Bluff ISD  
Attn: Accounts Payable  
2505 Waldron Road  
Corpus Christi, TX 78418

**INVOICE OMISSIONS**

Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall identify the FBISD Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.

**FULL PAYMENT**

Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.

**INSURANCE**

**COVERAGE**

The Vendor shall purchase and maintain the following insurance coverage at not less than the limits specified below or required by law, whichever is greater:

**Commercial General Liability**

All bidders are required to provide the following insurance coverage with proposal:



**Commercial General Liability**

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Product/Completed Operations Aggregate	\$1,000,000
General Aggregate Limit	\$1,000,000

**Automobile Liability covering owned, non-owned, and hired automobiles**

Combined Single Limit	\$1,000,000
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**Workers' Compensation**

Each accident	\$500,000
Disease each employee	\$500,000
Disease policy limit	\$500,000

This insurance shall include coverage for all of the following:

Liability arising from premises and operations;

Liability arising from the actions of independent Vendors; and

Contractual liability includes protection for the Vendor from bodily injury and property damage claims arising from liability assumed under this Contract.

**LIQUIDATED DAMAGES**

If the Award Vendor(s) fails to deliver the goods or services of the contract per the specifications, FBISD reserves the right to purchase the goods/services on the open market in sufficient quantities to assure FBISD's continued operation. All additional expenses incurred by FBISD due to such purchases will be deducted from the money owed or that may become due.

**BIDDING PROCEDURE & BID AWARDS****BID CALCULATION/RE-CALCULATION**

Wherever FBISD indicates the unit of measure required for bidding purposes, FBISD shall not recalculate the vendor's price(s) if it is based on a unit of measure different from that indicated in the contract. If this requirement is not met, all bids for the item(s) will be rejected. However, in the best interest of FBISD, the Office of Purchasing may have the option and latitude to recalculate the bids.

**EVALUATION FOR COMPLIANCE**

While these specifications are intended to describe the principle features of the items bid, vendors are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use, and overall product quality where acceptability may be determined on the basis of professional judgment and educational application.

**ERRORS OR OMISSIONS**

Vendors or their authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the vendor's own risk, and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for vendor errors of omission or commission.

**RECOMMENDATION AND NOTIFICATION**

Upon evaluating all responses, a recommendation for the award of the contract will be presented to the Board of Trustees for Flour Bluff Independent School District for approval. Upon approval, the vendor(s) shall be notified by purchase order of their award(s). When applicable, an FBISD contract document shall also be issued.

**EVALUATION CRITERIA & REQUIREMENTS**

The evaluation committee will evaluate all proposals based on the criteria listed below. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP or who are beneficiaries and/or users of the RFP's subject matter.

**Criteria Points**

Purchase Price	40 pts
Reputation and Quality of goods and service	10 pts
Completeness & Thoroughness	5 pts
Addressing the district's needs	30 pts
Experience with school districts	10 pts
Length of Delivery and Install	5 pts

**REQUIRED FORMS**

1. Terms and Conditions
2. Felony Conviction Notice
3. Conflict of Interest Questionnaire
4. Affidavit of Non-Collusion
5. Affidavit of Non-Discriminatory Employment
6. Suspension and Debarment Certification
7. Certificate of Residency
8. HB 89 and SB 252
9. W-9

**FLOUR BLUFF ISD JUNIOR HIGH SCHOOL**  
**Written Specifications for Replacement Serving Lines 2024**

**General Serving Line Equipment Specifications:**

Countertop:

- 14-gauge, type 304 series stainless steel with 2" turndown on all sides with 12" extended tray slide area, sound deadening applied between top and frame.
- Countertop to be height of 34"
- LED lights provided under countertop extension to cascade light on serving line fronts.

Tray slide:

- 3 cm manufactured stone tray slides, fixed at height of 32" AFF.
- Manufactured stone to be selected by Flour Bluff ISD.

Framing:

- Continuous construction featuring semi-open base fabrication.
- All serving line framing to be 1-1/4" thick wall, 304 series stainless steel, fully welded square tube framing.
- Galvanized frames, angle iron framing or bolted stainless steel framing will not be accepted.
- Rear legs, cross supports, and undershelf supports manufactured of 304 series, 1 5/8" stainless steel.
- Legs provided with adjustable bullet feet.
- Serving line fronts & sides provided with flat stainless steel kickplate.

Body Panels:

- 18-gauge, type 304 series stainless steel.

Front Panels:

- Raised extended, Plastic Laminate front panels. Color to be selected by Four Bluff ISD.

Breath Guards:

- Elite breath guard posts to penetrate through countertop and mounted in 4" milled stainless steel housing, fully welded to counter framing, under counter surface.
- Surface mount guards not accepted.
- Top and front to be 3/8" thick tempered glass.
- End panels to be 1/4" thick tempered glass.
- Top glass to be non-adjustable and set in fixed brackets.
- Front glass to have adjustable pitch.
- Posts to be 1" OD round, fully polished stainless steel.
- All display lights to be mounted to fully welded 1" thick double hat channel.
- All heat lamps where required per drawings.
- Display lights to be UL listed LED fixtures.
- All breath-shields to comply with NSF 2011 regulations.

Base Construction:

- Open-base, continuous construction.
- 18-gauge, type 304 series stainless steel.
- Under counter storage where space allows with 18" high ends and 6" high back. Undershelf is held back 6" from front panel forming a utility chase for plumbing and electrical services.

Legs:

- Counter legs to be 6" adjustable legs.
- Counter legs to be hidden behind removable, flush, stainless-steel kickplate.

Electrical:

- All components are to be connected to a UL Listed Load Center Box with proper NEMA Plug Configurations.
- All serving lines are to be fed electrical via stainless steel utility risers extending from the floor to 6" above the ceiling. Utility risers are to be UL listed and provided with removable access panels.
- All serving lines to be pre-wired, needing only final connection to the load center terminal block.
- POS units provided by Flour Bluff ISD.

Warranty:

- Twelve (12) month limited warranty on parts and labor.
- Five (5) year compressor parts warranty.

Alternates or substitutes:

- Alternates or substitutes must be approved by district and accompanied by specification sheets and submittal ready drawings.

**ITEM NO. 1**

Manufacturer: Mod-U-Serve

Model: MCT-CF2-MOD

Quantity: TWO (2) each

Dimensions: Drawings will be provided to awarded dealer

Component: Mobile Serving Cold Food Table, Refrigerated,

1. MODIFIED LENGTH/DEPTH/CONFIGURATION, mobile modular, SLOPED 6" deep cold pan, 2-pan size, open cabinet base, stainless steel sides & top, 1/3hp
2. MODIFIED TO INCLUDE RECESSED TRAY AREA AND S/S END SPLASH PER DRAWING
3. 1 yr. parts and labor warranty std.
4. Model MCT-S-TRAY ENGINEERED STONE TRAYSLIDE
5. Custom Model MCT-TRAY LIGHT Bottom mount trayslide lights
6. Front panel, plastic laminate; RAISED/EXTENDED
7. Model MCT-SK Skirting, stainless steel
8. Custom Model MCT-ELITE-ADJ-MOD TWO-TIER Stainless-steel custom adjustable sneezeguard with glass breath protector and top shelf; MODIFIED TO INCLUDE REFRIGERATED LOWER TIER TO ACCOMMODATE ONE (1) 18" X 26" SHEET PAN; WITH LIGHTS

9. Model MCT-SPC Single Point Connection
10. Model MCT-SK Skirting, stainless steel

#### **ITEM NO. 2**

Manufacturer: Mod-U-Serve

Model: MCT-FT4-MOD

Quantity: TWO (2)

Dimensions: Drawings will be provided to awarded dealer

Component: Mobile Serving Utility Station, flat top

1. MODIFIED LENGTH/DEPTH/CONFIGURATION, mobile modular, open cabinet base, stainless steel sides, top & undershelf
2. 1 yr. parts and labor warranty std.
3. Model MCT-S-TRAY ENGINEERED STONE TRAYSLIDE
4. Custom Model MCT-TRAY LIGHT Bottom mount trayslide lights
5. Front panel, plastic laminate; RAISED/EXTENDED
6. Model MCT-SK Skirting, stainless steel
7. Model MCT-CUST ALTO SHAAM 400HWI/D6 TO BE FURNISHED AND INSTALLED BY MOD-USERVE
8. Custom Model MCT-ELITE-ADJ-MOD \*\*\* TWO TIER \*\*\* Stainless steel custom adjustable sneezeguard with glass breath protector and top shelf; MODIFIED TO INCLUDE HEATED LOWER TIER TO ACCOMMODATE TWO (2) 18" X 26" SHEET PANS; WITH HEAT LAMP AND LIGHTS
9. Model MCT-SPC Single Point Connection
10. Model MCT-SK Skirting, stainless steel

#### **ITEM NO. 3**

Manufacturer: Mod-U-Serve

Quantity: Two (2)

Model: MCT-CF2-MOD

Dimensions: Drawings will be provided to awarded dealer

Component: Mobile Serving Cold Food Table, Refrigerated,

1. MODIFIED LENGTH/DEPTH/CONFIGURATION, mobile modular, SLOPED 6" deep cold pan, 2-pan size, open cabinet base, stainless steel sides & top, 1/3hp
2. 1 yr. parts and labor warranty std.
3. Model MCT-S-TRAY ENGINEERED STONE TRAYSLIDE
4. Custom Model MCT-TRAY LIGHT Bottom mount tray slide lights
5. Front panel, plastic laminate; RAISED/EXTENDED
6. Model MCT-SK Skirting, stainless steel
7. Custom Model MCT-ELITE-ADJ-MOD TWO-TIER Stainless-steel custom adjustable sneezeguard with glass breath protector and top shelf; MODIFIED TO INCLUDE REFRIGERATED LOWER TIER TO ACCOMMODATE ONE (1) 18" X 26" SHEET PAN; WITH LIGHTS
8. Model MCT-SPC Single Point Connection
9. Model MCT-SK Skirting, stainless steel

**ITEM NO. 4**

Manufacturer: Mod-U-Serve

Quantity: Two (2)

Model: MCT-DI-IC-2020-MOD

Dimensions: Drawings will be provided to awarded dealer

Component: Mobile Ice Cream Serving Counter

1. TWO BASKET, MODIFIED DEPTH AS PER DRAWING, mobile modular, removable hinged stainless-steel lid, stainless steel sides, top & interior
2. 1 yr. parts and labor warranty std.
3. Model MCT-S-TRAY ENGINEERED STONE TRAYSLIDE
4. Custom Model MCT-TRAY LIGHT Bottom mount trayslide lights
5. Front panel, plastic laminate; RAISED/EXTENDED
6. Model MCT-SK Skirting, stainless steel
7. Model MCT-SPC Single Point Connection
8. Model MCT-SK Skirting, stainless steel
9. Model MCT-SR Slanted Snack Rack, stainless steel; WITH LIGHT

**ITEM NO. 5**

Manufacturer: Mod-U-Serve

Quantity: Two (2)

Model: MCT-CRSG-MOD

Dimensions: Drawings will be provided to awarded dealer

Component: Mobile Serving Cash Register Stand, single station

1. MODIFIED DEPTH PER DRAWING, mobile modular, stainless-steel sides & top, 5" swivel casters (2 locking), outlet pre-wired to cord & plug
2. 1 yr. parts and labor warranty std.
3. Model MCT-S-TRAY ENGINEERED STONE TRAYSLIDE
4. Custom Model MCT-TRAY LIGHT Bottom mount trayslide lights
5. Front panel, plastic laminate; RAISED/EXTENDED
6. Model MCT-SK Skirting, stainless steel
7. Model MCT-SPC Single Point Connection
8. Model MCT-SK Skirting, stainless steel

**ITEM NO. 6**

Manufacturer: Mod-U-Serve

Quantity: Two (2)

Model: MCT-EC

Dimensions: Drawings will be provided to awarded dealer; required height to be confirmed

Component: CUSTOM Electrical/Data Chase

**ITEM NO. 7**

Manufacturer: Mod-U-Serve

Quantity: Two (2)

Model: MCT-EC-MOD

Dimensions: Drawings will be provided to awarded dealer; required height to be confirmed

Component: CUSTOM Electrical/Data Chase

**ITEM NO. 8**

Quantity: One (1)

Manufacturer: Mod-U-Serve

Model: MCT-DELIVERY

Component: Delivery

DELIVERY AND SET IN PLACE BY MOD-U-SERVE; ALL FINAL CONNECTIONS TO BE COMPLETED BY

**ITEM NO. 9**

Quantity: One (1)

Manufacturer: Mod-U-Serve

Component: Turnkey Installation Services

Turnkey Installation to include:

1. Demo/Disconnect existing equipment and fixtures and move to district facility.
2. Furnish and install all serving counters and electrical equipment for the electrical installation per Drawings Provided.
3. Route feeders from mechanical room behind kitchen to 2 new serving line locations.
4. Provide and install Four (4) custom electrical/data chase to 2 standalone cashiers.
5. Install all Power and Lighting systems of chases, conductors, cables, boxes, receptacles, switches, cover plates, and supports. (1/2") Min. Size Conduit. Interior (EMT), Exterior (RGS) per specs. THHN Copper Stranded Wire #8 and above. THHN Copper solid #12 and #10. Temporary Convenience Receptacles and Temporary Lighting.
6. Proposal Cost Base on a 40-hour work week, no overtime included.

**RFP #23-24-0419 SERVING LINES FOR JUNIOR HIGH SCHOOL  
CAFETERIA**

**TERMS AND CONDITIONS CERTIFICATION**

Issuance of this RFP does not commit the District to award any Silent Panic Alert Technology System or pay any costs incurred in preparing a response to this request.

The District may ask respondents to send a representative for an oral interview prior to a formal selection. The District will not be liable for any costs incurred by the proposer in connection with such an interview.

The District reserves the right to waive any formality related hereto.

By submitting a response to this RFP, each respondent agrees to waive any and all claims it has or may have against the school district and its trustees, employees and officers, including but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Proposals.

\_\_\_\_\_  
Name of Proposer

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

\_\_\_\_\_  
Date



**FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT**

**FELONY CONVICTION NOTIFICATION**

The Texas Education Code, Section 44.034(a) states that 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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony.

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

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

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

Description of conduct resulting in a felony: \_\_\_\_\_

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

Description of conduct resulting in a felony: \_\_\_\_\_

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

Description of conduct resulting in a felony: \_\_\_\_\_

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

Vendor's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

Authorized Company Official's Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

# NON-COLLUSIVE BIDDING CERTIFICATE

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder 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.

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids for this project to any other bidder or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid.
4. The person signing this bid certified that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE OF AUTHORIZED PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE ZIP CODE

# SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE OF AUTHORIZED PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE ZIP CODE

## RESIDENT/NONRESIDENT BIDDER CERTIFICATION

### FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN BID DISQUALIFICATION

As defined by Texas House Bill 620, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Please complete either item 1 or 2 as it applies to your company along with the bottom section.

1. I certify that my company, \_\_\_\_\_, is a "resident bidder."  
(Company Name)

Signature \_\_\_\_\_

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

OR

2. If you qualify as a "nonresident bidder," you must furnish the following information.

What is your resident state? (The state your principal place of business is located)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Company Name

a. Does your "residence state" require bidders whose principal place of business is in Texas to under bid bidder who residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES \_\_\_\_\_

NO \_\_\_\_\_

### ALL VENDORS MUST COMPLETE THE FOLLOWING:

I certify that the above information is correct.

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_ Company or Business name

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

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

\_\_\_\_\_  
DATE

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Flour Bluff Independent School District's Business Office.

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	<b>2</b> Business name/disregarded entity name, if different from above		
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code			
<b>7</b> List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid 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 *How to get a TIN*, later.

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

<b>Social security number</b>									
-					-				
<b>OR</b>									
<b>Employer identification number</b>									
-					-				

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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