

**PURCHASING
ACKNOWLEDGEMENT and
ROUTING FORM**



Route contract to Buyer listed below:

Purchase Order Number
To be completed by Purchasing upon approval

Originator

Name: Michael Smith

Phone: X8702

Date
Originated: 12/17/2024

Board File #: 12.16.24 Item

Coop #: RFP-25-005

Requisition #: _____

Department: <u>Child Nutrition Services</u>								CONTRACTOR NAME: <u>Ace Mart Restaurant Supply</u>
								ADDRESS: <u>2653 Austin Highway</u>
								CITY, STATE, ZIP: <u>San Antonio, TX 78218</u>
								CONTACT: <u>Jennifer Sides</u>
								PHONE #: <u>210-323-4422</u>
								VENDOR ID#: <u>10030</u>

FUND	FUNC	OBJECT	SUB	ORG	OP1	OP2	PIC
<u>240</u>	<u>35</u>	<u>6639</u>	<u>00</u>	<u>938</u>	<u>99</u>	<u>0</u>	<u>38</u>

**DESCRIPTION OF SERVICES TO BE RENDERED
(BE SPECIFIC)**

Child Nutrition Services is replacing commercial grade dishwasher and table accessories within the 5 District campus locations.

Cockrell Hill = \$ 51,216.07
 DeSoto Freshman Ctr - \$ 51,979.25
 Early College/P-Tech Academy = \$ 40,115.09
 Ruby Young = \$ 40,572.59
 West Middle School = \$ 51,723.27
 Sub-Total = \$234,798.56
 Bond = \$2293.20
 Grand Dollars = \$237,091.76

CONTRACT DATES: 11-17-24 - 6-30-25
 CONTRACT AMOUNT: Not Exceed \$ 237,091.76

ACKNOWLEDGMENT SIGNATURES

<u>Gene Morrow</u> ED Student Support Svcs- Printed Name Route to: <u>Purchasing Specialist</u>		<u>12-16-2024</u> DATE
<u>Michael Smith / Sherry Lopez</u> Purchasing Mgr. - Printed Name Route to:	<u>Sherry Lopez</u> Purchasing Mgr. - Signature <u>Specialist</u>	DATE
<u>Sandra Scott</u> Dir. Finance Operations - Printed Name Route to:		<u>12/17/24</u> DATE
<u>Dr. Usamah Rodgers</u> SUPERINTENDENT - Printed Name		<u>12/18/24</u> DATE

- 3.3. No payment in advance of or in anticipation of services to be provided under this Agreement will be made by District with the exception of a deposit amount required by the Contractor upon mutual agreement of parties.
- 3.4. The Contractor shall be paid upon presentation of an invoice that includes, but is not limited to, the professional service(s) provided, the date(s) of service, and the location(s) of service. **All payments to the Contractor shall be net 30 days from the receipt of the invoice or delivery of services, whichever is later.**
- 3.5. This contract is / is not funded through federal grant funds (federal and state grants including entitlement funds).

If yes, this contract shall be subject to the Addendum Contract Provisions for Contracts Under Federal Awards. This Addendum **must** be attached to this contract.

4. INDEMNIFICATION

- 4.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM, AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL, OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR ANYONE THAT THE CONTRACTOR CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
- 4.2. THE CONTRACTOR MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY THE CONTRACTOR, OR BY THE DISTRICT AT THE DIRECTION OF THE CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE DISTRICT MUST PROMPTLY NOTIFY THE CONTRACTOR, AND THE CONTRACTOR MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. THE CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE DISTRICT AGREES TO COOPERATE REASONABLY WITH THE CONTRACTOR, AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 4.3. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS,

LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

4.4. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001-131.005, as amended. This section must survive the termination of Agreement.

4.5. The Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

5.1. The Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. The Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. The Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.

5.2. The Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). The Contractor will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. The Contractor acknowledges and agrees to comply with said law and safeguard student information. The Contractor may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, the Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

6.1. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the District incurring any liability to the Contractor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, the Contractor will have the right to collect and retain payment for services rendered to the District through termination date but will not be entitled to any early termination charges.

7. SPECIAL CONDITIONS

7.1. Standards for Financial and Programmatic Management

7.1.1. Where applicable, the Contractor must regularly assess and monitor the progress of the student receiving services pursuant to this Agreement using District-approved assessments, and periodically forward information on the student's progress to the District in a format to be determined by the District.

- 7.1.2. The Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Agreement. Evaluation, where possible, will include, but is not limited to, the following:
- a. Pre- and Post-intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;
 - b. Parent, teacher, counselor, and administrator surveys; and
 - c. Other measures of key performance indicators as defined by the District.
- 7.1.3. The District's research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but is not limited to:
- a. A comparison of outcome data of program participants with a matched control group of non-participants; and
 - b. Analysis of student outcome data in relation to program cost.
- 7.1.4. The Contractor must follow all District policies, regulations, and guidelines and work at the District's direction regarding the referral of those students that are to receive services from the Contractor. The Contractor must accept all students referred for services by District personnel. In the event that referrals exceed the Contractor's capacity to provide services, the District will determine which students are to receive services.
- 7.1.5. The Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.
- 7.1.6. The District will have the right to inspect and audit the Contractor's records and to observe services being rendered. The Contractor must provide access to all records, reports, logs, or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract must be maintained by the Contractor for five (5) years and must be available for audit upon twenty-four (24) hours' notice. The Contractor must not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.
- 7.1.7. The Contractor must furnish to the District a valid copy of its most recently adopted organizational documents (partnership agreements, bylaws, etc.), a complete and accurate list of the Governing Board of Directors (or Trustees or Partners), and timely update said information as changes occur. The Contractor must avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of the Contractor that are also employees of the District must be immediately disclosed to the District in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).
- 7.1.8. Upon request by the District, the Contractor must furnish to the District copies of the current résumés of each of its employees providing services pursuant to this Agreement.

7.2. Insurance

- 7.2.1. At all times during the Contract Term, the Contractor must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

- a. **Commercial General Liability Insurance:** The Contractor must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the Contractor's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined in **Exhibit "B"**, as designated in the RFP. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of the Contractor, its employees, agents, representatives, or contractors.
- b. **Automobile Liability Insurance:** The Contractor must maintain in force throughout the term of this Contract comprehensive Automobile Liability Insurance covering the Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The required Automobile Liability coverage is found in **Exhibit "B"**, as designated in the RFP.
- c. **Workers' Compensation/Employers' Liability:** The Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable. The required Workers' Compensation/Employers' Liability coverage is found in **Exhibit "B"**, as designated in the RFP.
- d. **Professional Liability Insurance:** The Professional Liability Insurance provided by the Contractor must conform to the following requirements:
- The Contractor's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
 - If on a claims-made basis, the Contractor must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
 - The minimum limits to be maintained by the Contractor are found in **Exhibit "B"**, as designated in the RFP.
- e. **Umbrella Insurance Policy:** The Contractor must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined in **Exhibit "B"**, as designated in the RFP. The insurance policy must name the District as an additional insured.
- 7.2.2. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation

(except for non-payment, in which case notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement.

- 7.2.3.** Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor must be liable to the District for any and all damages incurred due to the Contractor's failure to fulfill the agreement terms. The Contractor must name the District as an additional insured.

7.3. Student Records

- 7.3.1.** All student records must be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The District will have the right to inspect and audit the Contractor's use of student records at any time upon twenty-four (24) hours' notice. The Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. The Contractor must not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this agreement, the Contractor must turn over to the District all student records for the District's eligible students to whom the Contractor has provided services under this agreement.
- 7.3.2.** The Contractor agrees to comply with all applicable Protection of Pupils' Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.
- 7.3.3.** The Contractor may collect, use, and disclose "personal information," as defined in the Children's Online Privacy Protection Act ("COPPA"), from students under the age of thirteen (13) only to the extent permitted by COPPA. The Contractor must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

7.4. Criminal Background Check

- 7.4.1.** The Contractor must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Contractor must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Contractor is the person, 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.
- 7.4.2.** The Contractor must certify to the District before beginning work, and at no less than an annual basis thereafter, that criminal history record information has been obtained regarding all employees

and volunteers working with students of the District. The Contractor must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. The District must be the final judge of what constitutes a "location where students are regularly present." A photographic identification badge, issued by a District-approved third-party company at the Contractor's expense, must identify the Contractor's employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. The Contractor's violation of any portion of this section constitutes a breach of contract.

- 7.4.3. The Contractor agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.
- 7.4.4. The Contractor must give notice to the District prior to performing services under this Contract if the Contractor 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. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. Subsection 7.4.4 does not apply to a publicly held corporation.
- 7.4.5. If the Contractor has direct contact with students, verification of FAST fingerprinting compliance is required. Legal name and birthdate are required to conduct the verification.

Legal Name:	Legal Name
Birthdate:	Birthdate

7.5. Accident and Incident Reporting

- 7.5.1. The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor's performance of this agreement.
- 7.5.2. The Contractor must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility where students are present, the Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the Contractor agrees that all staff members will abide by such laws in a timely manner.
- 7.5.3. The Contractor must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

7.6. Inappropriate Behavior

- 7.6.1.** Sexual harassment of employees of the Contractor, employees of the District, or students of the District by the Contractor or the Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.
- 7.6.2.** The Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/PolicyOnline?key=362>. In the event that the Contractor or an individual under its control violate a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.
- 7.6.3.** The Contractor will be responsible to the District for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of the Contractor to the District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the District, or (2) to create any partnership, joint venture, or other association between the District and the Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect the Contractor's independent contractor status described herein.
- 7.6.4.** The Contractor must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by the Contractor's employees, subcontractors, and all other persons carrying out the Agreement. The Contractor must also require adequate and appropriate dress and identification of the Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and the District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

7.7. Applicable Laws

- 7.7.1.** The Contractor agrees to be bound by any amendments to any Federal, State, or County laws, regulations, or ordinances referenced in this Contract or which affect the services described herein upon the effective date of such amendments.

8. MISCELLANEOUS

- 8.1. Termination.** Either party may terminate this Agreement at any time, with or without cause. In the event of termination by either party prior to completion of the contract, compensation for services shall be prorated on the basis of actual work performed by the Contractor. The Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
- 8.2. Credentials.** In the event that this Agreement is for Professional Services, the Contractor agrees that all required certifications, licensures, and credentials will be maintained at all times.

- 8.3. Conflict of Interest.** The Contractor, by signing this Agreement, certifies that the Contractor does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 8.4. Confidentiality.** The Contractor further understands that the Contractor is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), the Contractor agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- 8.5. Proprietary Rights.** With the exception of previously registered copyright or trademark materials of the Contractor, the Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by the Contractor or any other party related to the Contractor without the express prior written consent of the District. Furthermore, the Contractor understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.
- 8.6. Independent Contractor.** It is expressly understood and agreed by both parties that the District is contracting with the Contractor as an independent contractor. Each party and the officers, employees, agents, subcontractors, or other contractors thereof will not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of the Contractor.
- 8.7. Taxes.** The Contractor must not require the District to pay taxes of any kind.
- 8.8. Insurance.** The Contractor must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Contractor.
- 8.9. Hold Harmless.** The District and its employees can neither agree to hold the Contractor harmless nor agree to indemnify the Contractor, and any contracts or provisions to the contrary are void.
- 8.10. Waivers.** The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 8.11. Assignment.** The rights, responsibilities, and duties under this contract are personal to the Contractor and must not be transferred or assigned without the express prior written approval of the District.
- 8.12. Non-Discrimination.** The Contractor certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 8.13. Purchase Order.** The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.

- 8.14. Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that the Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, the Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.
- 8.15. Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, the Contractor affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 8.16. Retention of Contracting Information.** Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Contractor agrees that the Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 8.17. Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The parties here agree that venue must be in Dallas County, Texas.
- 8.18. Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court ordered or otherwise mutually agreed to in writing by both parties.
- 8.19. Entire Agreement Modifications.** All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between the Contractor and the District and must constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions must be binding upon the parties and may not be waived, modified, amended, or altered except by a written amendment signed by the District and the Contractor.
- 8.20. Binding Effect.** This Agreement must be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 8.21. Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 8.22. Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 8.23. Force Majeure.** Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 8.24. Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be

deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

8.24.1. To District: DeSoto Independent School District
Name of District Contact: Gene Morrow
Address: 200 E. Beltline Road
DeSoto, Texas 75115,

With Copies to: Debra Ross
200 E. Beltline Road
DeSoto, Texas 75115

8.24.2. To Contractor: Jennifer Sides
Contractor Firm Name: Ace Mart Restaurant Supply
Name of Vendor Contact: Jennifer Sides
Address: 2653 Austin Highway
San Antonio, Texas 78218,

ELECTRONIC SIGNATURE

The parties agree here to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

In witness of the Agreement above, the Board of Education of the DeSoto Independent School District and the Contractor, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FOR DISTRICT:

Signed:



Name:

Usamah Rodgers, Ed. D

Title:

Superintendent

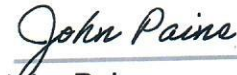
Date:

12/19/2024

Req. #:

FOR CONTRACTOR:

Signed:



Name:

John Paine

Title:

Director of Strategic Sales

Date:

12-10-2024

Business Organization: (Check one)

Corporation

Partnership

Individual/Sole Proprietor

Limited Liability Company (LLC)

Other Entity Type:

EXHIBIT A

Scope of Work

Ace Mart Restaurant Supply will be utilized for the installation of cafeteria commercial dishwashers at the following five DeSoto ISD locations:

- **Cockrell Hill -**
- **Early College/P-Tech Academy**
- **Freshman Center**
- **Ruby Young**
- **West Middle School**

Pricing: Quote sheet attached.



Family Owned Since 1975

Quote

10/10/2024

Project:

DeSoto ISD-RFP 25-005 Commercial
Cafeteria Dishwasher Equipment

From:

Ace Mart Restaurant Supply -
Contracting
Jennifer Sides
9850 Doerr Lane
Schertz, TX 78154

Project Code: 32649

Please include Project Code on all correspondence.

Lead time is 2-3 weeks for delivery (special orders may take additional lead time). Please notate on Purchase Order if order must ship complete. List on Purchase Order expected delivery date. Some items may have long lead times-Rush Orders have applicable freight charges.

Anything outside of scope of installation will incur additional charges.

Please note that this freight charge is only an estimate and is based on the order shipping on a prepay & add basis via manufacturer's preferred freight carrier. Ace Mart is not responsible if the actual freight charges differ from the quoted amount - the customer will be invoiced with the actual freight cost.

Please note, special order items on this project are not eligible for return. It's the customer's final responsibility to ensure specifications, including but not limited to, spatial allowances, configuration, voltages, gas type and electrical are confirmed prior to purchasing. Ace Mart will not be held responsible for items ordered with incorrect specifications.

Price includes standard delivery of a single shipment to customer's dock at single location. If a lift-gate is required to deliver, an extra charge will need to be assessed. **No inside delivery or set in place is included. Installation is NOT included unless otherwise specified on the quote.**

Please be sure to thoroughly inspect each package prior to signing delivery ticket (This includes opening the boxes and verifying that there is no hidden damage). If you find any freight damage upon arrival, please refuse the delivery and mark "Damaged" on the Bill of Lading. Unfortunately, if merchandise is signed for as arriving in good condition, it releases the freight company of any liability and completely closes any freight damage claim opportunities.



****CUSTOMER TO CONFIRM ALL ITEMS, SPECIFICATIONS, QUANTITIES AND DELIVERY ADDRESS BEFORE SUBMITTING PURCHASE ORDER****

Item	Qty	Description	Sell	Sell Total
WEST MIDDLE SCHOOL				
1	1 ea	DISHWASHER, CONVEYOR TYPE Champion Model No. 44 PRO Pro Series, 44"W rack conveyor dishwasher, Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software, 100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP wash pump, single point machine & booster connection, vent fan control, stainless steel rear manifolds, includes: (1) 20" x 20" peg rack & (1) 20" x 20" flat rack, NSF Pot & Pan mode, cULus, ENERGY STAR®, Made in USA	21,301.99	21,301.99
	1 ea	1 year parts & labor warranty, standard		
	1 ea	2nd year limited parts & labor warranty (NET)		
	1 ea	Complimentary factory authorized performance test included, upon equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.		
	1 ea	Left-to-right operation		
	1 ea	Note: For water of 3-grains of hardness or more, Champion recommends adding a water treatment device.		
	1 ea	CC208C Water Softening System, 5,326 grains/lb. capacity, 9 gal. regeneration volume, holds two bags of salt, includes Three-Way-Pass installation kit & hoses. Installation not included (Softeners are manufactured, warranted and serviced by Kinetico) (NET/NET)	2,958.00	2,958.00




Item	Qty	Description	Sell	Sell Total
	1 ea	208v/60/3-ph		
	1 ea	Electric tank heat, standard		
	1 ea	Electric booster, 70° rise, 21kW, built-in	3,764.62	3,764.62
	1 ea	Custom stainless steel vent cowl with 7" stack to match non-Champion, machine centerline (set)	1,562.09	1,562.09
	1 ea	20" High hood vertical clearance for sheet pans (standard)		
	1 ea	414558 Splash Shield (Set)	349.58	349.58
	1 ea	407400 Table Limit Switch (Whisker Style) Table limit switch, includes: 12 ft. pre-wired cord standard (unmounted) (recommended on all conveyor models)	405.06	405.06
	2 ea	117268 Sheet pan rack *** LEAD TIME = 5-6 WEEKS ***	258.01	516.02
			ITEM TOTAL:	30,857.36
FRT	1 ea	FREIGHT Champion Model No. FREIGHT Freight is included in the price of the unit. Lift-gate, inside delivery, specific times, and other special delivery requirements will be at an additional cost.		
			4,141.10	4,141.10
2	1 ea	DISPOSER Salvajor Model No. 200-CA-18-ARSS-LD Disposer, 18" cone assembly, 2 Hp motor, start/stop push button, drain/flush/time delay, automatic reversing & water saving with safety line disconnect ARSS-LD control, includes fixed nozzle, chrome plated vacuum breaker, solenoid valve, scrap ring & flow control, 6-1/2" inlet diameter, heat treated aluminum alloy housing, UL, CE		
	1 ea	208v/60/3-ph, 6.6 amps	121.18	121.18
	1 ea	18CC 18" Stainless steel cone cover	132.19	132.19
	1 ea	DP Stainless steel dejamming prong *** LEAD TIME = 3-4 WEEKS ***		
			ITEM TOTAL:	4,394.47
3	1 ea	SOILED DISH Advance Tabco Model No. DTC-S30-108L Dishtable, clean, straight design, attaches to left of dish machine operator, 10-1/2"H backplash, 3" rolled front & side rims, stainless steel legs & crossrails, 107"W x 30"D x 34"H, 14/304 stainless steel 1 ea SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here 1 ea K-508 Modification to reduce length, start with next largest size	1,900.75	1,900.75



Item	Qty	Description	Sell	Sell Total
		then add "K-508" to model number for sinks & dish tables		
	1 ea	Reduce length to 106"		
	1 ea	K-460A Installation, disposal cone with 14" x 16" control bracket & faucet holes (each)	455.84	455.84
	1 ea	NOTE: Specify location of cone		
	1 ea	K-37 Anti-Siphon vacuum breaker holes	64.68	64.68
	1 ea	K-116 T&S Heavy Duty Pre-Rinse Faucet, 8" OC, splash mounted, includes: spray valve & hose, riser, wall bracket, overhead spring, lead free	676.83	676.83
	1 ea	K-117-TS Pre-Rinse Add-A-Faucet, 12" swing spout, fits K-115 & K-116, lead free	296.84	296.84
			ITEM TOTAL:	3,394.94
			1,709.40	1,709.40
4	1 ea	CLEAN DISHTABLE Advance Tabco Model No. DTC-530-96R Dishtable, clean, straight design, attaches to right of dish machine operator, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs & crossrails, 95"W x 30"D x 34"H, 14/304 stainless steel		
				
	1 ea	SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here		
	1 ea	K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables		
	1 ea	Reduce length to 91"		
	1 ea	DTA-75 Provision for limit switch (limit switch by others)	103.95	103.95
	1 ea	DTA-SS-78 Dishtable Undershef, 78"W x 24"D, adjustable die cast leg clamps, stainless steel (size undershef to be at least 6" shorter than dishtable)	426.20	426.20
	1 ea	K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables		
	1 ea	Reduce length to 72"		
			ITEM TOTAL:	2,239.55
			250.00	250.00
5	1 ea	SHELVING, WALL MOUNTED Advance Tabco Model No. WS-12-60-16-X Shelf, wall-mounted, 60"W x 12"D, 1-5/8" bullnose front edge, 1-1/2"H rear up-turn, 16/304 satin finish stainless steel, NSF		
				
			ITEM TOTAL:	250.00
			611.95	611.95
ADV FRT	1 ea	FREIGHT Advance Tabco Model No. FREIGHT		

Item	Qty	Description	Sell	Sell Total
		Estimated standard freight charges shipping to Dallas, TX 76011 Via SOUTHEASTERN FREIGHT LINES Advance Tabco Freight Quote # 299242392 Freight quote valid for 30 days ** PLEASE NOTE: THIS IS JUST AN ESTIMATE PER CURRENT FREIGHT RATES. FREIGHT CHARGES ARE SUBJECT TO CHANGE. YOUR ORDER WILL BE SHIPPED AT THE CURRENT FREIGHT RATES ** *** LEAD TIME = 3 WEEKS ***		
			ITEM TOTAL:	611.95
INSTA LL	1 ea	KITCHEN EQUIPMENT PRO INSTALL	2,940.00	2,940.00
		Custom Model No. KITCHEN EQUIPMENT PRO INSTALL Dishmachine/Dish Table Installation with Startup & Materials		
	1 ea	Electrical & Plumbing Modifications	4,567.50	4,567.50
	1 ea	Disposal Install & Materials	367.50	367.50
	1 ea	Pant Leg Duct	2,100.00	2,100.00
			ITEM TOTAL:	9,975.00
		WEST MIDDLE SCHOOL INSTALLATION SCOPE OF WORK: THIS QUOTE IS TO REMOVE AND DISPOSE OF AN EXISTING DISHMACHINE, AND PERFORM TURNKEY INSTALLATION OF A NEW CHAMPION DISHMACHINE, INCLUDING REQUIRED ELECTRICAL AND PLUMBING MODIFICATIONS. THIS QUOTE ALSO INCLUDES REPLACING A DISPOSAL, INSTALLING A NEW CLEAN AND SOIL SIDE DISH TABLE, AND INSTALLING A NEW WALL SHELF. WORK IS TO BE PERFORMED DURING NORMAL BUSINESS HOURS WHILE SCHOOL IS CLOSED. WE WILL PICK UP EQUIPMENT FROM ESM'S LOCAL WAREHOUSE AND DELIVER TO SITE. QUOTE DOES NOT INCLUDE PAINTING, OR FILLING ANCHOR HOLES IN WALLS. ONCE UNIT IS OPERATIONAL, WE WILL PERFORM A START UP TO ENSURE THE EQUIPMENT IS OPERATING PER THE MANUFACTURERS SPECIFICATIONS. DOES NOT INCLUDE ANY ROOF AND WALL PENETRATIONS, FIRE SUPPRESSION, EXHAUST FANS HOODS, DUCTS, AND HOOD CONTROLS UNLESS OTHERWISE SPECIFIED.		
		RUBY YOUNG TALENTED AND GIFTED ACADEMY		
1	1 ea	DISHWASHER, CONVEYOR TYPE	21,301.99	21,301.99

Item	Qty	Description	Sell	Sell Total
		Champion Model No. 44 PRO Pro Series, 44"W rack conveyor dishwasher, Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software,100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP wash pump, single point machine & booster connection, vent fan control, stainless steel rear manifolds, includes: (1) 20" x 20" peg rack & (1) 20" x 20" flat rack, NSF Pot & Pan mode, cULus, ENERGY STAR®, Made in USA		
1 ea		1 year parts & labor warranty, standard		
1 ea		2nd year limited parts & labor warranty (NET)		
1 ea		Complimentary factory authorized performance test included, upon equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.		
1 ea		Right-to-left operation		
1 ea		Note: For water of 3-grains of hardness or more, Champion recommends adding a water treatment device.		
1 ea		CC208C Water Softening System, 5,326 grains/lb. capacity, 9 gal. regeneration volume, holds two bags of salt, includes Three-Way-Pass installation kit & hoses. Installation not included (Softeners are manufactured, warrantied and serviced by Kinetico) (NET/NET)	2,958.00	2,958.00
1 ea		480v/60/3-ph		
1 ea		Electric tank heat, standard		
1 ea		Electric booster, 70° rise, 21kW, built-in	3,764.62	3,764.62
1 ea		Custom Extended stainless steel vent cowl with 7" stack to match non-Champion, machine centerline (set)	1,669.82	1,669.82
1 ea		20" High hood vertical clearance for sheet pans (standard)		
1 ea		414558 Splash Shield (Set)	349.58	349.58
1 ea		401490 Table Limit Switch (Buttom Style) Table limit switch, includes: 12 ft. pre-wired cord standard (unmounted) (recommended on all conveyor models)	405.06	405.06
2 ea		117268 Sheet pan rack	258.01	516.02
		*** LEAD TIME = 10 BUSINESS DAYS ***		
			ITEM TOTAL:	30,965.09

Item	Qty	Description	Sell	Sell Total
FRT	1 ea	FREIGHT Champion Model No. FREIGHT Freight is included in the price of the unit. Lift-gate, inside delivery, specific times, and other special delivery requirements will be at an additional cost.		
INSTA LL	1 ea	KITCHEN EQUIPMENT PRO INSTALL Custom Model No. KITCHEN EQUIPMENT PRO INSTALL Dishmachine/Dish Table Installation with Startup & Materials	2,940.00	2,940.00
	1 ea	Electrical & Plumbing Modifications	4,567.50	4,567.50
	1 ea	Pant Leg Duct	2,100.00	2,100.00
			ITEM TOTAL:	9,607.50

RUBY YOUNG INSTALLATION SCOPE OF WORK:
THIS QUOTE IS TO REMOVE AND DISPOSE OF AN EXISTING DISH MACHINE, AND PERFORM TURNKEY INSTALLATION OF A NEW CHAMPION DISHMACHINE, INCLUDING REQUIRED ELECTRICAL AND PLUMBING MODIFICATIONS.
WORK IS TO BE PERFORMED DURING NORMAL BUSINESS HOURS WHILE SCHOOL IS CLOSED. WE WILL PICK UP EQUIPMENT FROM ESM'S LOCAL WAREHOUSE AND DELIVER TO SITE. QUOTE DOES NOT INCLUDE PAINTING, OR FILLING ANCHOR HOLES IN WALLS.
ONCE UNIT IS OPERATIONAL, WE WILL PERFORM A START UP TO ENSURE THE EQUIPMENT IS OPERATING PER THE MANUFACTURERS SPECIFICATIONS. DOES NOT INCLUDE ANY ROOF AND WALL PENETRATIONS, FIRE SUPPRESSION, EXHAUST FANS HOODS, DUCTS, AND HOOD CONTROLS UNLESS OTHERWISE SPECIFIED.

****EARLY COLLEGE P-TECH ACADEMY****

1	1 ea	DISHWASHER, CONVEYOR TYPE Champion Model No. 44 PRO Pro Series, 44"W rack conveyor dishwasher, Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software, 100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction	21,301.99	21,301.99
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Item	Qty	Description	Sell	Sell Total
		including base & legs, electric tank heat, 2 HP wash pump, single point machine & booster connection, vent fan control, stainless steel rear manifolds, includes: (1) 20" x 20" peg rack & (1) 20" x 20" flat rack, NSF Pot & Pan mode, cULus, ENERGY STAR®, Made in USA		
	1 ea	1 year parts & labor warranty, standard		
	1 ea	2nd year limited parts & labor warranty No Charge		
	1 ea	Complimentary factory authorized performance test included, upon equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.		
	1 ea	Left-to-right operation		
	1 ea	Note: For water of 3-grains of hardness or more, Champion recommends adding a water treatment device.		
	1 ea	CC208C Water Softening System, 5,326 grains/lb. capacity, 9 gal. regeneration volume, holds two bags of salt, includes Three-Way-Pass installation kit & hoses. Installation not included (Softeners are manufactured, warrantied and serviced by Kinetico) (NET/NET)	2,958.00	2,958.00
	1 ea	480v/60/3-ph		
	1 ea	Electric tank heat, standard		
	1 ea	Electric booster, 70° rise, 21kW, built-in	3,764.62	3,764.62
	1 ea	Custom Extended stainless steel vent cowl with 7" stack to match non-Champion, machine centerline (set)	1,669.82	1,669.82
	1 ea	20" High hood vertical clearance for sheet pans (standard)		
	1 ea	414558 Splash Shield (Set)	349.58	349.58
	1 ea	401490 Table Limit Switch (Button Style)	405.06	405.06
	2 ea	117268 Sheet pan rack	258.01	516.02
		ITEM TOTAL:		30,965.09
FRT	1 ea	FREIGHT Champion Model No. FREIGHT Freight is included in the price of the unit. Lift-gate, inside delivery, specific times, and other special delivery requirements will be at an additional cost. *** LEAD TIME = 5-6 WEEKS ***		
INSTA LL	1 ea	KITCHEN EQUIPMENT PRO INSTALL Custom Model No. KITCHEN EQUIPMENT PRO INSTALL Dishmachine/Dish Table Installation with Startup & Materials	2,800.00	2,800.00
	1 ea	Electrical & Plumbing Modifications	4,350.00	4,350.00
	1 ea	Pant Leg Duct	2,000.00	2,000.00
		ITEM TOTAL:		9,150.00

Item	Qty	Description	Sell	Sell Total
<p>P-TECH ACADEMY INSTALLATION SCOPE OF WORK: RUBY YOUNG INSTALLATION SCOPE OF WORK: THIS QUOTE IS TO REMOVE AND DISPOSE OF AN EXISTING DISH MACHINE, AND PERFORM TURNKEY INSTALLATION OF A NEW CHAMPION DISHMACHINE, INCLUDING REQUIRED ELECTRICAL AND PLUMBING MODIFICATIONS. WORK IS TO BE PERFORMED DURING NORMAL BUSINESS HOURS WHILE SCHOOL IS CLOSED. WE WILL PICK UP EQUIPMENT FROM ESM'S LOCAL WAREHOUSE AND DELIVER TO SITE. QUOTE DOES NOT INCLUDE PAINTING, OR FILLING ANCHOR HOLES IN WALLS. ONCE UNIT IS OPERATIONAL, WE WILL PERFORM A START UP TO ENSURE THE EQUIPMENT IS OPERATING PER THE MANUFACTURERS SPECIFICATIONS. DOES NOT INCLUDE ANY ROOF AND WALL PENETRATIONS, FIRE SUPPRESSION, EXHAUST FANS HOODS, DUCTS, AND HOOD CONTROLS UNLESS OTHERWISE SPECIFIED.</p>				
<p>**COCKRELL HILL ELEMENTARY**</p>				
1	1 ea	<p>DISHWASHER, CONVEYOR TYPE Champion Model No. 44 PRO Pro Series, 44"W rack conveyor dishwasher, Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software, 100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP wash pump, single point machine & booster connection, vent fan control, stainless steel rear manifolds, includes: (1) 20" x 20" peg rack & (1) 20" x 20" flat rack, NSF Pot & Pan mode, cULus, ENERGY STAR®, Made in USA</p>	21,301.99	21,301.99
	1 ea	1 year parts & labor warranty, standard		
	1 ea	2nd year limited parts & labor warranty (NET) [SCHOOL K-12 PROMO]		
	1 ea	Complimentary factory authorized performance test included, upon equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.		
	1 ea	Left-to-right operation		
	1 ea	Note: For water of 3-grains of hardness or more, Champion		





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Item	Qty	Description	Sell	Sell Total
		recommends adding a water treatment device.		
	1 ea	CC208C Water Softening System, 5,326 grains/lb. capacity, 9 gal. regeneration volume, holds two bags of salt, includes Three-Way-Pass installation kit & hoses. Installation not included (Softeners are manufactured, warrantied and serviced by Kinetico) (NET/NET)	2,958.00	2,958.00
	1 ea	208v/60/3-ph		
	1 ea	Electric tank heat, standard	3,764.62	3,764.62
	1 ea	Electric booster, 70° rise, 21kW, built-in	1,669.82	1,669.82
	1 ea	Custom Extended stainless steel vent cowl with 7" stack to match non-Champion, machine centerline (set)		
	1 ea	20" High hood vertical clearance for sheet pans (standard)	349.58	349.58
	1 ea	414558 Splash Shield (Set)	405.06	405.06
	1 ea	401490 Table Limit Switch (Buttom Style)	258.01	516.02
	2 ea	117268 Sheet pan rack		
		*** LEAD TIME = 5-6 WEEKS ***		
		ITEM TOTAL:		30,965.09
FRT	1 ea	FREIGHT Champion Model No. FREIGHT Freight is included in the price of the unit. Lift-gate, inside delivery, specific times, and other special delivery requirements will be at an additional cost.		
			4,141.10	4,141.10
2	1 ea	DISPOSER Salvajor Model No. 200-CA-18-ARSS-LD Disposer, 18" cone assembly, 2 Hp motor, start/stop push button, drain/flush/time delay, automatic reversing & water saving with safety line disconnect ARSS-LD control, includes fixed nozzle, chrome plated vacuum breaker, solenoid valve, scrap ring & flow control, 6-1/2" inlet diameter, heat treated aluminum alloy housing, UL, CE		
	1 ea	Specify voltage	121.18	121.18
	1 ea	18CC 18" Stainless steel cone cover	132.19	132.19
	1 ea	DP Stainless steel dejamming prong		
		*** LEAD TIME = 3-4 WEEKS ***		
		ITEM TOTAL:		4,394.47
3	1 ea	CLEAN DISHTABLE Advance Tabco Model No. DTC-S30-84L Dishtable, clean, straight design, attaches to left of dish machine operator, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs & crossrails, 83"W x 30"D x 34"H, 14/304 stainless steel	1,633.56	1,633.56
	1 ea	SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit,		



Item	Qty	Description	Sell	Sell Total
		refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here		
	1 ea	K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables		
	1 ea	Specify length - 77"		
	1 ea	K-460A Installation, disposal cone with 14" x 16" control bracket & faucet holes (each)	455.84	455.84
	1 ea	NOTE: Specify location of cone		
	1 ea	K-37 Anti-Siphon vacuum breaker holes	64.68	64.68
	1 ea	K-116 T&S Heavy Duty Pre-Rinse Faucet, 8" OC, splash mounted, includes: spray valve & hose, riser, wall bracket, overhead spring, lead free	676.83	676.83
	1 ea	K-117-TS Pre-Rinse Add-A-Faucet, 12" swing spout, fits K-115 & K- 116, lead free	296.84	296.84
	1 ea	DTA-SS-54 Dishtable Undershef, 54"W x 24"D, adjustable die cast leg clamps, stainless steel (size undershef to be at least 6" shorter than dishtable)	356.51	356.51
			ITEM TOTAL:	3,484.26
4	1 ea	CLEAN DISHTABLE Advance Tabco Model No. DTC-S30-84R Dishtable, clean, straight design, attaches to right of dish machine operator, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs & crossrails, 83"W x 30"D x 34"H, 14/304 stainless steel	1,633.56	1,633.56
				
	1 ea	SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here		
	1 ea	K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables		
	1 ea	Specify length - 81"		
	1 ea	DTA-75 Provision for limit switch (limit switch by others)	103.95	103.95
			ITEM TOTAL:	1,737.51
5	1 ea	SHELVING, WALL MOUNTED Advance Tabco Model No. WS-12-48-16-X Shelf, wall-mounted, 48"W x 12"D, 1-5/8" bullnose front edge, 1- 1/2"H rear up-turn, 16/304 satin finish stainless steel, NSF	217.00	217.00
				
			ITEM TOTAL:	217.00
FRT	1 ea	FREIGHT Advance Tabco Model No. FREIGHT	442.68	442.68

Item	Qty	Description	Sell	Sell Total
		Estimated standard freight charges shipping to 76011 Via SOUTHEASTERN FREIGHT LINES Advance Tabco Freight Quote # 299242922 Freight quote valid for 30 days		
		** PLEASE NOTE: THIS IS JUST AN ESTIMATE PER CURRENT FREIGHT RATES. FREIGHT CHARGES ARE SUBJECT TO CHANGE. YOUR ORDER WILL BE SHIPPED AT THE CURRENT FREIGHT RATES **		
		*** LEAD TIME = 3 WEEKS ***		
			ITEM TOTAL:	442.68
INSTA LL	1 ea	KITCHEN EQUIPMENT PRO INSTALL	2,940.00	2,940.00
		Custom Model No. KITCHEN EQUIPMENT PRO INSTALL Dishmachine/Dish Table Installation with Startup & Materials		
	1 ea	Electrical & Plumbing Modifications	4,567.50	4,567.50
	1 ea	Disposal Install & Materials	367.50	367.50
	1 ea	Pant Leg Duct	2,100.00	2,100.00
			ITEM TOTAL:	9,975.00
		<p>COCKRELL HILL ELEMENTARY INSTALLATION SCOPE OF WORK: THIS QUOTE IS TO REMOVE AND DISPOSE OF AN EXISTING DISHMACHINE, AND PERFORM TURNKEY INSTALLATION OF A NEW CHAMPION DISHMACHINE, INCLUDING REQUIRED ELECTRICAL AND PLUMBING MODIFICATIONS. THIS QUOTE ALSO INCLUDES REPLACING A DISPOSAL, INSTALLING A NEW CLEAN AND SOIL SIDE DISH TABLE, AND INSTALLING A NEW WALL SHELF. WORK IS TO BE PERFORMED DURING NORMAL BUSINESS HOURS WHILE SCHOOL IS CLOSED. WE WILL PICK UP EQUIPMENT FROM ESM'S LOCAL WAREHOUSE AND DELIVER TO SITE. QUOTE DOES NOT INCLUDE PAINTING, OR FILLING ANCHOR HOLES IN WALLS. ONCE UNIT IS OPERATIONAL, WE WILL PERFORM A START UP TO ENSURE THE EQUIPMENT IS OPERATING PER THE MANUFACTURERS SPECIFICATIONS. DOES NOT INCLUDE ANY ROOF AND WALL PENETRATIONS, FIRE SUPPRESSION, EXHAUST FANS HOODS, DUCTS, AND HOOD CONTROLS UNLESS OTHERWISE SPECIFIED.</p>		
		FRESHMAN CENTER		
1	1 ea	DISHWASHER, CONVEYOR TYPE	21,301.99	21,301.99

Item	Qty	Description	Sell	Sell Total
		Champion Model No. 44 PRO Pro Series, 44"W rack conveyor dishwasher, Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software, 100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP wash pump, single point machine & booster connection, vent fan control, stainless steel rear manifolds, includes: (1) 20" x 20" peg rack & (1) 20" x 20" flat rack, NSF Pot & Pan mode, cULus, ENERGY STAR®, Made in USA		
1 ea		1 year parts & labor warranty, standard		
1 ea		2nd year limited parts & labor warranty K-12 No Charge		
1 ea		Complimentary factory authorized performance test included, upon equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.		
1 ea		Left-to-right operation		
1 ea		Note: For water of 3-grains of hardness or more, Champion recommends adding a water treatment device.		
1 ea		CC208C Water Softening System, 5,326 grains/lb. capacity, 9 gal. regeneration volume, holds two bags of salt, includes Three-Way-Pass installation kit & hoses. Installation not included (Softeners are manufactured, warrantied and serviced by Kinetico) (NET/NET)	2,958.00	2,958.00
1 ea		480v/60/3-ph		
1 ea		Electric tank heat, standard		
1 ea		Electric booster, 70° rise, 21kW, built-in	3,764.62	3,764.62
1 ea		Custom Extended stainless steel vent cowl with 7" stack to match non-Champion, machine centerline (set)	1,669.82	1,669.82
1 ea		20" High hood vertical clearance for sheet pans (standard)		
1 ea		414558 Splash Shield (Set)	349.58	349.58
1 ea		401490 Table Limit Switch (Buttom Style)	405.06	405.06
2 ea		117268 Sheet pan rack	258.01	516.02
		*** LEAD TIME = 5-6 WEEKS ***		
		ITEM TOTAL:		30,965.09
FRT	1 ea	FREIGHT Champion Model No. FREIGHT		

Item	Qty	Description	Sell	Sell Total
Freight is included in the price of the unit.				
Lift-gate, inside delivery, specific times, and other special delivery requirements will be at an additional cost.				
2	1 ea	DISPOSER Salvajor Model No. 200-CA-18-ARSS-LD Disposer, 18" cone assembly, 2 Hp motor, start/stop push button, drain/flush/time delay, automatic reversing & water saving with safety line disconnect ARSS-LD control, includes fixed nozzle, chrome plated vacuum breaker, solenoid valve, scrap ring & flow control, 6-1/2" inlet diameter, heat treated aluminum alloy housing, UL, CE	4,141.10	4,141.10
	1 ea	208v/60/3-ph, 6.6 amps	132.19	132.19
	1 ea	DP Stainless steel dejamming prong *** LEAD TIME = 3-4 WEEKS ***		
			ITEM TOTAL:	4,273.29
3	1 ea	SOILED DISHTABLE Advance Tabco Model No. DTS-S30-96L Straight-Soil Dishtable, attaches to left of dish machine operator, 10-1/2"H backsplash, with pre-rinse sink, stainless steel legs with crossrails front to back, 95"W, 14/304 stainless steel, Includes prerinse basket with slide bar (slide bar only when K-461 or K-461A disposer adapter is specified)	1,845.69	1,845.69
	1 ea	CHAMPION - 44 PRO	455.84	455.84
	1 ea	K-461A Install collar, with 14" x 16" control bracket	64.68	64.68
	1 ea	K-37 Anti-Siphon vacuum breaker holes	676.83	676.83
	1 ea	K-116 T&S Heavy Duty Pre-Rinse Faucet, 8" OC, splash mounted, includes: spray valve & hose, riser, wall bracket, overhead spring, lead free	296.84	296.84
	1 ea	K-117-TS Pre-Rinse Add-A-Faucet, 12" swing spout, fits K-115 & K-116, lead free		
			ITEM TOTAL:	3,339.88
4	1 ea	CLEAN DISHTABLE Advance Tabco Model No. DTC-S30-84R Dishtable, clean, straight design, attaches to right of dish machine operator, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs & crossrails, 83"W x 30"D x 34"H, 14/304 stainless steel	1,633.56	1,633.56
	1 ea	CHAMPION - 44 PRO		
	1 ea	SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here		

Item	Qty	Description	Sell	Sell Total
	1 ea	DTA-SS-42 Dishtable Undershef, 42"W x 24"D, adjustable die cast leg clamps, stainless steel (size undershef to be at least 6" shorter than dishtable)	312.62	312.62
			ITEM TOTAL:	1,946.18
5	1 ea	SHELVING, WALL MOUNTED Advance Tabco Model No. WS-12-48-16-X Shelf, wall-mounted, 48"W x 12"D, 1-5/8" bullnose front edge, 1-1/2"H rear up-turn, 16/304 satin finish stainless steel, NSF	217.00	217.00
			ITEM TOTAL:	217.00
ADV FRT	1 ea	FREIGHT Advance Tabco Model No. FREIGHT Estimated standard freight charges shipping to Dallas, TX 76011 Via SOUTHEASTERN FREIGHT LINES Advance Tabco Freight Quote # 299242207 Freight quote valid for 30 days ** PLEASE NOTE: THIS IS JUST AN ESTIMATE PER CURRENT FREIGHT RATES. FREIGHT CHARGES ARE SUBJECT TO CHANGE. YOUR ORDER WILL BE SHIPPED AT THE CURRENT FREIGHT RATES ** *** LEAD TIME = 3 WEEKS ***	455.10	455.10
			ITEM TOTAL:	455.10
INSTA LL	1 ea	KITCHEN EQUIPMENT PRO INSTALL Custom Model No. KITCHEN EQUIPMENT PRO INSTALL Dishmachine Installation with Startup & Materials	2,940.00	2,940.00
	1 ea	Electrical & Plumbing Modifications	4,567.50	4,567.50
	1 ea	Disposal Install & Materials	367.50	367.50
	1 ea	Pant Leg Duct	2,100.00	2,100.00
			ITEM TOTAL:	9,975.00

FRESHMAN CENTER INSTALLATION SCOPE OF WORK:
THIS QUOTE IS TO REMOVE AND DISPOSE OF AN EXISTING DISH MACHINE, AND PERFORM TURNKEY INSTALLATION OF A NEW CHAMPION DISHMACHINE, INCLUDING REQUIRED ELECTRICAL AND PLUMBING MODIFICATIONS.
WORK IS TO BE PERFORMED DURING NORMAL BUSINESS HOURS WHILE SCHOOL IS CLOSED. WE WILL PICK UP EQUIPMENT FROM ESM'S LOCAL WAREHOUSE AND DELIVER TO SITE. QUOTE DOES NOT INCLUDE PAINTING, OR FILLING ANCHOR HOLES IN WALLS.
ONCE UNIT IS OPERATIONAL, WE WILL PERFORM A START UP TO ENSURE THE EQUIPMENT IS OPERATING

Item	Qty	Description	Sell	Sell Total
<p>PER THE MANUFACTURERS SPECIFICATIONS. DOES NOT INCLUDE ANY ROOF AND WALL PENETRATIONS, FIRE SUPPRESSION, EXHAUST FANS HOODS, DUCTS, AND HOOD CONTROLS UNLESS OTHERWISE SPECIFIED.</p>				
10	1 ea	BOND Custom Model No. BOND Payment and/or Performance Bond	2,293.20	2,293.20
			ITEM TOTAL:	2,293.20
<p>O DIRECTION OF OPERATION: MANUFACTURER'S SPECIFICATIONS DO NOT MATCH SPECIFICATIONS IN DISTRICT'S PROPOSAL. DISTRICT TO VERIFY CORRECT DIRECTION OF OPERATION BEFORE PURCHASING.</p> <p>O DISTRICT TO CONFIRM ALL SPECIFICATIONS TO INCLUDE VOLTAGES, DIRECTION OF OPERATION, ETC PRIOR TO ORDERING.</p>				
			Total	237,091.70

Prices Good Until: 06/30/2025

TERMS: Purchase Orders are accepted with net 30 day terms from date of invoice. Prices FOB your dock. Pricing is good for 7 days from date of bid, unless otherwise stipulated. Prices contained on this quote are subject to Ace Mart being awarded the entire quoted package. If individual line(s) are chosen, pricing is subject to change.

Non-stock/special order items are not eligible for return.

Ace Mart will make all efforts to make one complete shipment. Ace Mart will not be responsible for freight delays.

- Installation charges not included unless otherwise specified on the quote
- Acceptance of this proposal is subject to the final approval of the Ace Mart Restaurant Supply Co
- All electrical, mechanical, plumbing interconnections and final connections to be installed by others
- All contractors, motor starters, disconnects, plugs and pigtails not provided as standard by the manufacturer are to be provided by the electrical contractor
- Customer will verify and sign acceptance that their facility meets electrical and plumbing requirements to install and operate the equipment on this purchase order. Ace Mart will not be responsible for incorrect specifications provided or accepted by the customer
- Warranties are standard as offered by the manufacturer
- Ace Mart Restaurant Supply is not responsible for damaged items accepted and signed for at the time of delivery.

Applicable Sales Taxes Will Be Applied to the Final Invoice After Order is Placed.

Shop online with us 24/7 at www.ace mart.com

Acceptance: _____

Date: _____

Printed Name: _____

Project Grand Total: 237,091.70

EXHIBIT B

Schedule of Services

Dishwasher and accessories will be ordered once DeSoto ISD has submitted a purchase order for services. Delivery time of furniture is a 2–6-week window from date of receipt of purchase order. Installation in general can only occur when school is not in session or break.

- First tentative time period of installation - Week March 10-14 -2025 during DeSoto ISD (Spring Break). The completion of each campus installation is estimated to take 1 business day, dependent on the removal of existing dishwashers. If any of the 5 locations are not completed during this tentative schedule. A tentative completion time period will be determined by DeSoto ISD operation team and the contracting supplier to conclude all installation before June 30, 2024.

DESOTO ISD
ADDENDUM CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
(Only return if funded by Federal & State Grants, including Entitlement Funds)

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

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

Federal requirements for all contracts under federal awards may include the following, as indicated below:

- Contracts over \$10,000 must address termination for cause and for convenience by the District, including the manner by which it will be effected and the basis for settlement.
- Contracts over \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties.
- Equal Employment Opportunity clause
- Davis-Bacon Act clause for construction contracts, including compliance with prevailing wages. (The District must place a copy of the current prevailing wage determination used by the Department of Labor with each solicitation.)
- Contract Work Hours and Safety Standards Act clause related to the computation of wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- Rights to Inventions Made Under a Contract or Agreement clause if the federal award meets the definition of "funding agreement."
- Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of \$150,000.
- Debarment and Suspension clause which prohibits awarding a contract to a contractor who has been debarred, suspended, or otherwise excluded from federal awards.
- Byrd Anti-Lobbying Amendment clause which applies to contractors that apply or bid for an award exceeding \$100,000 who must file the required certification.
- Procurement of recovered materials (§ 200.322) clause
- The Buy American provision for Child Nutrition Program purchases. 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 NSLA (42 USC § 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

CONTRACTOR

By: *John Paine*

Date: 12-10-2024

DESOTO ISD

By: 
Superintendent of Schools

Date: 12/18/24