

Regular Meeting  
Tuesday, November 15, 2022 7:00 PM

Administration Building  
400 East Loop 340  
Waco, TX 76705

## **Agenda**

- I. Roll Call, Establishment of Quorum, and Call to Order  
**Presenter:** Board President
- II. Opening Ceremony  
**Presenter:** Board President
- III. Consider Listing of Agenda Items  
**Presenter:** Board President
- IV. Recognition Items  
**Presenter:** Board President and Dr. Sharon M. Shields
  - IV.A. Dr. Sharon M. Shields - Educator of the Year Award Presented by the Cen-Tex African American Chamber of Commerce  
**Presenter:** Board President
  - IV.B. LVHS Varsity Cheerleaders - 2022 Large Varsity Camp Champions  
**Presenter:** Board President and Dr. Sharon M. Shields
- V. Public Participation  
**Presenter:** Board President
- VI. Special Reports  
**Presenter:** Board President
  - VI.A. Superintendent's Report  
**Presenter:** Dr. Sharon M. Shields
    - VI.A.1. Student Enrollment Update  
**Presenter:** Dr. Sharon M. Shields
    - VI.A.2. Calendar of Events  
**Presenter:** Dr. Sharon M. Shields
  - VI.B. Report on Construction Financing Options  
**Presenter:** Mr. James Garrett
- VII. Consider Consent Agenda Items  
**Presenter:** Board President
  - VII.A. Minutes for Meetings Held  
**Presenter:** Ms. Lori Mynarcik
  - VII.B. Monthly Tax Collection Recap and Report  
**Presenter:** Mr. James Garrett
  - VII.C. Budget Amendments  
**Presenter:** Mr. James Garrett
  - VII.D. Consider Awarding a Contract for Purchase of Kitchen Equipment at La Vega Junior High School George Dixon Campus  
  
**Presenter:** Mr. James Garrett
  - VII.E. Personnel Items  
**Presenter:** Mr. Todd Gooden

VII.E.1. Personnel Job Description(s) or Revisions to Job Description(s),  
and Paygrade Chart or Revisions to Paygrade Chart

**Presenter:** Mr. Todd Gooden

VIII. Action and Discussion Items

**Presenter:** Board President

VIII.A. Consider Monthly Budget Analysis Report

**Presenter:** Mr. James Garrett

VIII.B. Consider Teacher and Professional Employee Contract Recommendations

**Presenter:** Mr. Todd Gooden

IX. Closed Meeting

**Presenter:** Board President

X. Adjournment

**Presenter:** Board President

**ROLL CALL, ESTABLISHMENT OF QUORUM, AND CALL TO ORDER**

The meeting was called to order at \_\_\_\_\_ m.

Board of Trustees Members Present: \_\_\_\_\_

\_\_\_\_\_

Board of Trustees Members Absent: \_\_\_\_\_

\_\_\_\_\_

School Personnel Present: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Others Present: \_\_\_\_\_

\_\_\_\_\_

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**BOARD PRESIDENT:**

**THE OPENING CEREMONY CONSISTING OF THE PLEDGE OF ALLEGIANCE**

**TO THE AMERICAN FLAG AND TO THE TEXAS FLAG WILL BE PROVIDED BY:**

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(NAME, TITLE, POSITION, LVISD CAMPUS/DEPT.)



**PLEDGE TO UNITED STATES FLAG. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.**



**PLEDGE TO TEXAS FLAG: "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."**

**APPROVE LISTING OF AGENDA ITEMS**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Dr. Sharon M. Shields and Board President

Background Information:

Board Members are asked to review the listing of agenda items.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

Motion:

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Second:

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For:

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Against

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Abstain:

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**Board Agenda Item**  
**Report from Hilltop Securities Related to Construction Financing Options**

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Mr. James D. Garrett

Background Information:

Mr. Jeff Roberts from Hilltop Securities will be with us making a presentation of potential financing options for construction needs.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A – Special Presentation

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For: \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

**CONSENT AGENDA ITEMS**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

N/A

Background Information:

The consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

Motion:

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Second:

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For:

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Against

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Abstain:

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**Approve Minutes for Meeting(s) Held**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Dr. Sharon M. Shields or Ms. Lori Mynarcik

Background Information:

The Board shall prepare and retain minutes or make a tape recording of each of its open meetings. The minutes shall state the subject matter of each deliberation and shall indicate each vote, order, decision, or other action taken by the Board. The minutes or tapes are public records and shall be made available for public inspection and copying on request to the Superintendent or designee.

Fiscal Implication:

None.

Administrative Recommendation:

Board review and approval.

Motion:

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Second:

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For:

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Against:

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Abstain:

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*La Vega Independent School District*  
400 East Loop 340, Waco, Texas 76705  
254-299-6700 ♦ 254-799-8642 FAX

*Office of the Superintendent*

**La Vega I.S.D. Board of Trustees  
Minutes of the Regular Meeting  
October 18, 2022**

**BOARD MEMBERS PRESENT** – Mildred Watkins, Henry C. Jennings, Myron Ridge, Raymond Koon, Rev. Larry Carpenter, Randy Devorsky, and Brenda Rocha

**BOARD MEMBERS ABSENT** – None

**SCHOOL PERSONNEL PRESENT** – Dr. Sharon M. Shields, Dr. Charla Rudd, Todd Gooden, James D. Garrett, Sandra Gibson, Chief Kerry Blakemore, and Lori Mynarcik

**OTHERS PRESENT** – Dave Thiel

**CALLED TO ORDER** – Board President Mildred Watkins established a quorum and brought the board meeting to order at 7:00 p.m.

**OPENING CEREMONY** – The Pledges of Allegiance to the United States Flag and the Texas Flag were led by Mr. Todd Gooden, Deputy Superintendent for Personnel and Administration.

**APPROVED LISTING OF AGENDA ITEMS** – Motioned by Mr. Devorsky and seconded by Mr. Jennings, the Board unanimously approved the listing of agenda items.

**PUBLIC HEARING ON THE LA VEGA ISD ANNUAL FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST) MANAGEMENT REPORT** - A public hearing was conducted on the La Vega ISD Annual Financial Integrity Rating System of Texas (FIRST) Management Report, in which the District received a “SUPERIOR ACHIEVEMENT RATING.”

**RECOGNITION ITEMS** – None

**PUBLIC PARTICIPATION** – None

**SPECIAL REPORTS** – Board Members received the following special report(s).

**Superintendent's Information to the Board** - Dr. Sharon M. Shields, Superintendent, updated the Board Members on upcoming calendar items and other miscellaneous information.

**House Bill 3 (HB3) Board Goals Quarterly Report** – The Board of Trustees received the quarterly report on the House Bill 3 (HB3) Board Goals for Literacy, Math, and College, Career, and Military Readiness (CCMR).

**APPROVED CONSENT AGENDA ITEMS** - Motioned by Mr. Devorsky and seconded by Mrs. Rocha, the Board unanimously approved the following consent agenda items:

- the minutes for the September 20, 2022 regular board meeting
- the monthly tax collection recap and report
- the quarterly investment report
- the recommended substitute pay rate increases

**ACTION AND DISCUSSION ITEMS** - The following items were considered, discussed, and/or approved by the Board of Trustees.

**Approved the Monthly Budget Analysis Report** – On a motion by Mr. Koon and seconded by Mr. Jennings, the Board Members unanimously approved the monthly budget analysis report as presented.

**Approved the Resolution for Reimbursing the General Fund for Potential Bonded Construction** – Motioned by Mr. Jennings and seconded by Mr. Koon, the Board of Trustees unanimously approved the resolution for reimbursing the general fund for potential bonded construction.

**Teacher and Professional Employee Contract Recommendations** – None

**Approved Superintendent’s Contract Extension, Salary, and Benefits** – Motioned by Mr. Jennings and seconded by Rev. Carpenter, the Board of Trustees unanimously approved the Superintendent’s contract extension, salary, and benefits.

**CLOSED MEETING** – A closed session of the Board of Trustees was declared at 7:40 p.m. on October 18, 2022 as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.074 to discuss a complaint against a Board Member, Board Member conduct, and possible options for Board response. The closed meeting ended at 8:07 p.m.

**ADJOURNMENT** - On a motion by Mr. Devorsky and seconded by Mr. Koon, the Board of Trustees unanimously agreed to adjourn the meeting at 8:08 p.m. on October 18, 2022.

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**Date of Board Approval**

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**President, La Vega I.S.D. Board of Trustees**

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**Secretary, La Vega I.S.D. Board of Trustees**



**La Vega ISD  
Tax Collection Report**

<b>Current Year M&amp;O Taxes</b>	<b>For Month of</b>	<b>Year to Date</b>
	<b>Oct 2022</b>	<b>Oct 2022</b>
Original Current Roll		\$ 14,493,379.00
Adjustments	\$8,668.00	\$8,668.00
Total Adjusted Roll		\$ 14,502,047.00
Current M&O Taxes Collected	\$ 221,704.00	\$ 221,704.00
Current P & I Collected	\$ -	\$ -
Current Taxes Collected Adjustments		\$ -
Total Current Taxes Collected	\$ 221,704.00	\$ 221,704.00
% of Current Taxes Collected		1.5288%
<b>Current Year I&amp;S Taxes</b>	<b>For Month of</b>	<b>Year to Date</b>
Current I&S Taxes Collected	\$ 57,666.00	\$ 57,666.00
Current P & I Collected	\$ -	\$ -
Current Taxes Collected Adjustments	\$ -	\$ -
Total Current Taxes Collected	\$ 57,666.00	\$ 57,666.00
% of Current Taxes Collected		0.3976%
<b>Total Collections Current</b>	<b>\$ 279,370.00</b>	<b>\$ 279,370.00</b>
		1.93%
<b>Delinquent M&amp;O Taxes</b>	<b>This Month</b>	<b>Year to Date</b>
Delinquent Taxes Outstanding		\$ 739,764.00
Adjustments	(\$10,830.00)	(\$10,830.00)
Total Adjusted Delinquent Roll		\$ 728,934.00
Delinquent M&O Taxes Collected	\$ 6,162.00	\$ 35,619.00
Delinquent P & I Collected	\$ 4,351.00	\$ 12,644.00
Attorney Fees Collected		\$ -
Delinquent Taxes Collected Adjustment		\$ -
Total Delinquent Balance Collected	\$ 10,513.00	\$ 48,263.00
% of of Delinquents Collected		6.6210%
<b>Delinquent I&amp;S Taxes</b>	<b>This Month</b>	<b>Year to Date</b>
Delinquent I&S Taxes Collected	\$ 1,717.00	\$ 8,555.00
Delinquent P & I Collected	\$ 939.00	\$ 2,822.00
Attorney Fees Collected	\$ -	\$ -
Delinquent Taxes Collected Adjustment	\$ -	\$ -
Total Delinquent Balance Collected	\$ 2,656.00	\$ 11,377.00
% of of Delinquents Collected		1.5608%
<b>Total Collections Delinquent</b>	<b>\$ 13,169.00</b>	<b>\$ 59,640.00</b>
<b>Grand Total Collections</b>	<b>\$ 292,539.00</b>	<b>\$ 339,010.00</b>
<b>Paid YTD</b>		<b>\$ 323,544.00</b>
<b>Balance Remaining</b>		<b>\$ 14,907,437.00</b>
		97.88%

**Consider Budget Amendments**

Presented for:

Board action  Report/Review Only

Supporting documents:

None Attached X Provided Later

Contact Person:

Mr. James D. Garrett

Background Information:

Section 2.10.6 of the Financial Accountability System Resource Guide, version 14.0, dated January 2010, states that budget amendments are mandated by the state for budgeted funds reallocated from one function level, and state and/or federal project to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and must be amended in the budget for legal compliance.

All budget amendments are required to be adopted by the last day of the fiscal year. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes.

Fiscal Implication:

Budget amendments are moving from one function to another.

Administrative Recommendation:

Approve the budget amendments as presented.

Motion:

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Second:

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For:

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Against:

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Abstain:

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Amendment Nbr	Date	Amendment Reason					Amended
			Fnc-Obj.So-Org-Prog	Original	Approved	Increase	
121666	10-06-2022	B121666 BUDGET CHANGE					
	11-6399.00-105-311000		.00	-55,000.00	.00	1,000.00	-54,000.00
	23-6399.00-105-399700		.00	-1,000.00	1,000.00	.00	-2,000.00
		<b>Amendment 121666 Total</b>			<b>1,000.00</b>	<b>1,000.00</b>	
121668	10-11-2022	B121668 BUDGET CHANGE					
	11-6399.00-105-311000		.00	-55,000.00	.00	1,000.00	-54,000.00
	23-6399.00-105-399700		.00	-1,000.00	1,000.00	.00	-2,000.00
		<b>Amendment 121668 Total</b>			<b>1,000.00</b>	<b>1,000.00</b>	
121678	10-20-2022	B121678 BUDGET CHANGE					
	11-6499.99-002-311000		.00	-4,500.00	.00	500.00	-4,000.00
	11-6499.99-002-338000		.00	.00	2,500.00	.00	-2,500.00
	21-6399.00-002-338000		.00	-4,500.00	.00	500.00	-4,000.00
	21-6499.00-002-338000		.00	-1,150.00	.00	500.00	-650.00
	21-6499.99-002-338000		.00	-3,000.00	.00	1,000.00	-2,000.00
		<b>Amendment 121678 Total</b>			<b>2,500.00</b>	<b>2,500.00</b>	
121688	11-03-2022	B121688 BUDGET CHANGE					
	11-6399.00-105-311000		.00	-55,000.00	.00	2,000.00	-53,000.00
	23-6399.00-105-399700		.00	-1,000.00	2,000.00	.00	-3,000.00
		<b>Amendment 121688 Total</b>			<b>2,000.00</b>	<b>2,000.00</b>	
121692	11-09-2022	B121692 BUDGET CHANGE					
	00-5742.00-000-300000		.00	22,500.00	30,000.00	.00	52,500.00
	11-6499.99-002-324000		.00	.00	3,000.00	.00	-3,000.00
	11-6499.99-042-324000		.00	-200.00	3,000.00	.00	-3,200.00
	41-6299.00-733-399000		.00	-6,600.00	18,000.00	.00	-24,600.00
	41-6411.00-726-399000		.00	-4,500.00	2,500.00	.00	-7,000.00
	41-6411.00-733-399000		.00	-8,500.00	3,500.00	.00	-12,000.00
		<b>Amendment 121692 Total</b>			<b>60,000.00</b>	<b>.00</b>	
<b>Fund 199 / 3 Totals</b>							
	3XXX		.00	.00	.00	.00	.00
	5XXX		.00	22,500.00	30,000.00	.00	52,500.00
	6XXX		.00	-88,950.00	36,500.00	6,500.00	-118,950.00
	7XXX		.00	.00	.00	.00	.00
	8XXX		.00	.00	.00	.00	.00
<b>Grand Totals</b>							
	3XXX		.00	.00	.00	.00	.00
	5XXX		.00	22,500.00	30,000.00	.00	52,500.00
	6XXX		.00	-88,950.00	36,500.00	6,500.00	-118,950.00
	7XXX		.00	.00	.00	.00	.00
	8XXX		.00	.00	.00	.00	.00

End of Report



**La Vega Independent School District  
Request for Proposals  
for  
Food Service Equipment:  
Pass-thru Refrigerators**

RECEIVED  
OCT 20 2022 10:30 AM  
-AM

**Bid Deadline:** October 21, 2022 | 10:00 A.M.

**MAILING ADDRESS:**  
LVISD Administration  
400 East Loop 340  
Waco, TX 76705

**PHYSICAL ADDRESS:**  
LVISD Central Warehouse  
3101 Latimer Street  
Waco, TX 76705



## TABLE OF CONTENTS

RECEIVED 10:30 AM  
OCT 20 2022 -AM

- I. General Instructions to Bidders
  
- II. Bid Response Requirements
  - A. Acceptance of Bid Terms
  - B. House Bill 89 Verification
  - C. Senate Bill 252 Certification
  - D. Felony Conviction Notice
  - E. H.B. 1295
  - F. Conflict of Interest
  - G. Federal Funds Certification Forms
  - H. Specific Conditions
  - I. Proposal Response
  
- III. Exhibit A and B

LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 23-CNS-02

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## I. GENERAL INSTRUCTIONS TO PROPOSERS

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

**Food Service Equipment La Vega ISD Proposal # 23-CNS-01**  
**Name of Proposer**  
**Proposal Deadline: 10:00 A.M., October 21, 2022**  
**ATTENTION: James Garrett**
  
7. **PROPOSAL OPENING:** Proposals will be opened publicly. Proposers are invited to be present at the proposal opening at La Vega Independent School District Administration Office, 400 East Loop 340, Waco, TX, 76705 at 11:00 AM.
  
8. **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES:** Proposer is responsible for examining the work site(s) prior to submitting the proposal as to all existing conditions and limitations under which the service is to be performed. No allowance shall be made to any Proposer because of lack of examination or knowledge. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination of work sites and complete contract documents.
  
9. **ADDENDA:** Answers to all substantive questions, inquiries, and requests for additional information will be issued in the form of **Addenda and will be posted online at [www.lavegaisd.org](http://www.lavegaisd.org)**, Departments, Business Office. Copies of each addendum will be issued to those Proposers obtaining proposal documents. Also, Proposers may be advised by addenda of changes in contract requirements. LVISD will not be responsible for the authenticity or correctness of oral interpretations of the contract documents or for information obtained in any other manner than through the written addenda. Each addendum shall be considered a part of the contract documents. **Prospective Proposers must acknowledge receipt of addenda from an authorized contact person and attach to the proposal response.**
  
10. **TAXATION:** LVISD is exempt from state sales tax and use tax, and the Proposer should not include such taxes in the proposal prices or in subsequent invoicing.

**LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 23-CNS-02**

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

**12. PROPOSAL AWARD:** LVISD will award the proposal as a lump total for all items, but each item must have a cost for federal funds project.

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

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

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**14. WITHDRAWAL OF PROPOSALS:**

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

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

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

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

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

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

**20. OTHER CONTRACTUAL OBLIGATIONS:** For contracts awarded in excess of \$10,000.00 by the school district, the successful Proposer and their contractors or sub-grantees must be in compliance with executive order 11246 "Equal Employment Opportunity" as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part

**LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 23-CNS-02**

60)-Executive Order 11246, as amended, prohibiting job discrimination because of race, color, religion, sex, or national origin and requiring affirmative action to ensure equality of opportunity in all aspects of employment.

**21. BOND AND INSURANCE SUBMITTALS:**

- a. If awarded the contract, the successful contractor shall be required to furnish the appropriate certificates of insurance, and promptly enter into and execute the Payment and Performance Bonds prior to starting the project. The certificates of insurance shall name La Vega Independent School District as additional insured on all insurances except Workers' Compensation. Following is the required minimum with single limit:

1.) General Public Liability	\$1,000,000
2.) Umbrella's on top with at least	\$1,000,000
3.) Automobile combined including hired and non-owned vehicles	\$ 500,000
4.) Statutory Workers Compensation including employees' liability	\$ 500,000

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- b. Bonds: Prior to commencement of work hereunder, contractors will, if the Contract Price exceeds \$25,000.00, provide an Acceptable Surety Company Payment Bond and if the contract price exceeds \$100,000.00 provide an Acceptable Surety Company Performance Bond, each in principal amount equal to one hundred percent (100%) of the contract price. The contractor will faithfully perform all its undertakings in this contract and will fully pay all persons furnishing labor and material in the prosecution of the work provided for in this contract. If any surety upon any bond becomes insolvent or otherwise ceases to do business in this State, the contractor shall promptly furnish equivalent security to protect the interests of LVISD and of persons furnishing labor and materials in the prosecution of the work.
- c. The successful bidder shall have their insurance companies list La Vega Independent School District as additional insured on all policies except Workers' Compensation. Certificates shall be sent to the La Vega ISD Assistant Superintendent for Finance at each change or renewal during the term of this contract.

**22. INSURANCE:**

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

LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 23-CNS-02

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

**23. RECALLS:**

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

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### III. PROPOSAL FORMS

#### A. ACCEPTANCE OF PROPOSAL TERMS

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

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

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

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

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

Company (Firm Name): Douglas Equipment

Contact Person: Ruth Marshall

Telephone #: 304-327-0149 x1381

Fax: 304-325-3848

Website: www.douglasequipment.us

E-Mail: ruth@douglasequipment.us

Date: 10/16/2022

Signature: Ruth Marshall

Printed Name: Ruth Marshall

Title: Project Manager

Reason for Non-Submittal: N/A

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**B. HOUSE BILL 89 VERIFICATION**

I, Ruth Marshall, the undersigned representative of  
Douglas Equipment  
(Company or Business name) (hereafter referred to as company)

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

10/16/2022  
DATE

Ruth Marshall  
SIGNATURE OF COMPANY REPRESENTATIVE

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

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

District's Purchasing Department.

Douglas Equipment  
Company Name

Ruth Marshall Signature of  
Company representative

10/16/2022  
Date

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**D. FELONY CONVICTION NOTICE**

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

**FELONY CONVICTION NOTIFICATION**

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

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

Check One:

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

Name of Felon(s):

\_\_\_\_\_

Details of Conviction(s):

\_\_\_\_\_

Douglas Equipment  
Company (Firm Name)

Ruth Marshall  
Signature of Company Official

10/16/2022  
Title

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### E. H.B. 1295

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

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

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

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

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

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

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**CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

**LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 23-CNS-02**

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

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**  
Douglas Equipment

**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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**  
N/A  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  
 Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
Ruth Marshall 10/16/2022  
Signature of vendor doing business with the governmental entity Date

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LA VEGA INDEPENDENT SCHOOL DISTRICT PROPOSER/VENDOR CERTIFICATIONS FORMS

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

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

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

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

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

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

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

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 23-CNS-02

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

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does vendor agree? YES RM Initials of Authorized Representative of vendor

**STATE REQUIREMENTS FOR FEDERAL CONTRACTS**

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

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

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

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

Vendor's Name/Company Name: Douglas Equipment  
Address, City, State and Zipcode: 301 North St. Bldg Wv 24761  
Phone Number: 304-327-0149 x1381 Fax Number: 304-325-3848  
Printed Name and Title of Authorized Representative: Ruth Marshall, Project Manager  
Email Address: ruth@douglasequipment.us  
Signature of Authorized Representative: Ruth Marshall  
Date: 10/16/2022

## H. SPECIFIC CONDITIONS

### 1. SCOPE:

This project includes delivery of Food Service Equipment at La Vega ISD Central Receiving 3101 Latimer St. Waco, TX 76705 and/or coordination with the campus it will be housed.

### 2. QUALITY CONTROL:

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

### 3. EXAMINATION OF PREMISES:

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

### 4. USE OF PREMISES:

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

### 5. ON-SITE SUPERVISION:

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

### 6. BEGINNING TIME OF PROJECT:

Contractor(s) receiving award of proposal will begin work after receiving written authorization from LVISD to complete the project with the projected installation date TBD.

### 7. BOARD APPROVAL OF PROJECT:

Project will be scheduled for Board approval on November 15, 2022.

### 8. ON-SITE WALK THROUGH:

Vendors are encouraged to attend an on-site walk through on October 7, 10:00 AM at La Vega Junior High School George Dixon Campus, 4401 Orchard Lane, Waco, TX, 76705.

### 9. ADJUST AND CLEAN:

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

### 10. QUALIFIED FABRICATORS:

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

### 11. AWARD OF PROJECT:

Project will be awarded to one (1) vendor as a lump sum total of the proposal.

LA VEGA INDEPENDENT SCHOOL DISTRICT  
LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 23-CNS-02

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12. EVALUATION CRITERIA AND POINTS ASSIGNED TO THIS PROJECT:

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

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

Dave Thiel, Child Nutrition Director  
La Vega ISD  
(254) 299-6810

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I. PROPOSAL RESPONSE

ITEM #	DESCRIPTION PER SPECIFICATIONS	QTY.	COST	TOTAL
1	PASS-THRU REFRIGERATOR Model No. RHT132WPUT-HHS	2	20,028.71	40,057.42
	115v/60/1-ph, 7.2 amps, with cord & NEMA 5-15P, standard			
	3 year service/labor, 5 year compressor warranty, standard			
	Standard refrigerant, standard			
	Thermometer side door: hinged on right, standard			
	Rear door hinged on right, standard			
	Universal tray slide - per pair			
2	PASS-THRU HEATED CABINET Model No. RHF132WP-HHS	2	13,860.39	27,720.78
	208-230v/60/1-ph			
	Thermometer side door: hinged on left			
	Rear door hinged on right, standard			
	Universal tray slide - per pair			

TOTAL LUMP SUM \$ 67,778.20

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



# Quote

10/19/2022

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**Project:**  
45940 - La Vega Independent School  
Dist

**From:**  
Douglas Equipment  
Ruth Marshall  
301 North St.  
Bluefield, WV 24701-4048  
304-327-0149

Job Reference Number: 10476

Quote Valid Until 11/30/2022

Item	Qty	Description
1	2 ea	<b>PASS-THRU REFRIGERATOR</b>  Traulsen Model No. RHT132WPUT-HHS Spec-Line Refrigerator, Pass-thru, one-section, self-contained refrigeration, StayClear™ Condenser, stainless steel exterior and interior, standard depth, wide half-height door or doors with Santoprene® EZ-Clean Gaskets, (3) adjustable wire shelves per section, microprocessor controls, 6" adjustable stainless steel legs, 1/3 HP, cULus, NSF 2 ea 115v/60/1-ph, 7.2 amps, with cord & NEMA 5-15P, standard 2 ea 3 year service/labor, 5 year compressor warranty, standard 2 ea Standard refrigerant, standard 2 ea Thermometer side door: hinged on right, standard 2 ea Rear door hinged on right, standard 26 ea Universal tray slide - per pair 6 ea Credit for standard coated shelf, deduct
2	2 ea	<b>PASS-THRU HEATED CABINET</b>  Traulsen Model No. RHF132WP-HHS Spec-Line Heated Cabinet, Pass-thru, one-section, stainless steel exterior and interior, standard depth cabinet, half-height door or doors with Santoprene® EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6" adjustable stainless steel legs, NSF, UL, ENERGY STAR® 2 ea 208/115v/60/1-ph, 7.8 amps, standard 2 ea 3 year service/labor warranty, standard

Item	Qty	Description
	2 ea	Thermometer side door: hinged on left
	2 ea	Rear door hinged on right, standard
	24 ea	Universal tray slide - per pair
	6 ea	Credit for standard coated shelf, deduct
3	1 ea	<b>INSTALLATION</b> Custom Model No. COMMERCIAL KITCHEN We hereby propose to furnish the materials and perform the labor necessary for the completion of: Receive and inspect for damage your replacement Traulsen units. 2 – RHTWPUT-HHS and 2 – RHF132WPHHS. We will deliver the units to the location unpackage, dispose of packaging. We will bring the units into the location and set them into place and check them for operations. Exceptions: Specs by others. Modifications to electrical, mechanical or plumbing by others.

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- Freight is included in the unit pricing.
- Installation is included in the unit pricing.
- The customer is responsible for all power supplies and utilities to be within four feet of the install footprint and to match the utility requirements of the units being installed prior to the installer's arrival.
- The installer will be hooking up the new equipment to ALREADY EXISTING utilities.
- The site MUST be ready upon installer's arrival; if it is not, or the installer has to make a second trip, more charges will incur and be the responsibility of the customer.
- We are not responsible for any utility upgrades or architectural modifications if they become necessary.
- This job is being bid site unseen; if the installer, upon arrival, deems that more work is necessary than a standard install, more charges will incur and be the responsibility of the customer. It is assumed that no stairs or doorways will need to be transversed.
- This work is to be done during normal hours, Monday – Friday, 8:00 am – 5:00 pm, holidays excluded.

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

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

Project Grand Total:

Project	Quantity	Item #
Model Specified:		CSI Section 11400

**"W-Width" Pass-Thru Refrigerator Models/  
Self-Contained**



Model Shown One Section  
(shown with optional casters)



**One, Two & Three Section Models, 32" Deep**

1-Section Full Length Door Model	RHT132WPUT-FHS
2-Section Full Length Door Model	RHT232WPUT-FHS
3-Section Full Length Door Model	RHT332WPUT-FHS
1-Section Half Length Door Model	RHT132WPUT-HHS
2-Section Half Length Door Model	RHT232WPUT-HHS
3-Section Half Length Door Model	RHT332WPUT-HHS



1-Section Full Length Door Model	AHT132WPUT-FHS
2-Section Full Length Door Model	AHT232WPUT-FHS
3-Section Full Length Door Model	AHT332WPUT-FHS
1-Section Half Length Door Model	AHT132WPUT-HHS
2-Section Half Length Door Model	AHT232WPUT-HHS
3-Section Half Length Door Model	AHT332WPUT-HHS

The "W-Width" pass-thru refrigerator models are all designed to offer maximum interior storage capacity. Each is supplied standard with such high quality features as balanced refrigeration systems, microprocessor controls, and stainless steel exteriors. Additionally, they offer the widest range of optional accessories to choose from, and can be specified for use with many different applications, including: Foodservice, Correctional, Institutional, Export, etc.

**Standard Product Features**

- Traulsen's Smart Control With LED Display
- StayClear™ Condenser
- R-Series: Stainless Steel Exterior & Interior
- A-Series: Stainless Steel Exterior/Anodized Aluminum Interior
- Balanced, Self-Contained Refrigeration System Using R-450A
- Rear Biased Return Air Duct
- Full or Half Length Stainless Steel Doors With Locks
- Self-Closing Doors With Stay Open Feature At 120°
- Guaranteed For Life Cam-Lift Hinges
- Guaranteed For Life Horizontal Work Flow Door Handle
- Standard Door Hinging F & R: 132WP = Right, 232WP = Left/Right, 332WP = Left/Right/Right (other hingsings available)
- Automatically Activated LED Lights
- Stainless Steel Breaker Caps
- Three Adjustable Wire Shelves Per Section, Supported On Shelf Pins (installed at the factory)
- Automatic Non-Electric Condensate Evaporator
- Magnetic Snap-In EZ-Clean Door Gasket(s)
- Gasket-Protecting Metal Door Liner
- Thermostatic Expansion Valve Metering Device
- Stainless Steel One-Piece Louver Assembly
- 9' Cord & Plug Attached
- Set of Four (4) 6" High Adjustable Stainless Steel Legs
- Three Year Parts And Labor Warranty
- Five Year Compressor Warranty

**Options & Accessories**

- No. 1 Type Tray Slides To Accommodate either (1) 18" x 26" or (2) 14" x 18" Pans
- No. 4 Type Tray Slides To Accommodate (1) 18" x 26" Sheet Pans (rod type, equips 1/2 section)
- Universal Type Tray Slides To Accommodate Either (1) 18" x 26" or (2) 14" x 18", or (2) 12" x 20" Pans
- Additional Wire Shelves or Optional Stainless Steel Shelves
- EZ-Change Interiors (#1, universals, universal heavy duty tray slides and shelves)
- EZ-Open Foot Pedal (full height doors only)
- Locking Hasps (padlocks supplied by others)
- Optional 220/50/1 or 208/115/60/1 Voltages
- Kool Klad Exterior Laminate Decor
- Set of Four (4) 4-5/8" or 6" High Casters In Lieu of Legs
- Other Support Options: 4-1/2" High Base or 6" High Kickplate
- Remote Applications (see form TR35837 for more details)<sup>3</sup>
- Remote For Use With 20°F Glycol System
- Clear Glass Door(s) In Place Of One Or More Solid Door(s)

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Listed by Underwriters Laboratories Inc., to U.S. and Canadian safety standards and Listed by NSF International.



Approval: \_\_\_\_\_

TRAULSEN  
4401 BLUE MOUND RD.  
PHONE 1 (800) 825-8220  
Website: www.traulsen.com

FT. WORTH, TX 76106  
FAX-MKTG. 1 (817) 624-4302



Project	Quantity	Item #
Model Specified:		CSI Section 11400

### Specifications

#### Construction, Hardware and Insulation

Cabinet exterior front, one piece sides, louver assembly and doors are constructed of heavy gauge stainless steel. Cabinet interior and door liners are constructed of stainless steel (anodized aluminum in the A-Series). The exterior cabinet top and bottom are constructed of heavy gauge galvanized steel. A set of four (4) adjustable 6" high stainless steel legs are included.

Doors are equipped with a gasket protecting metal door pan, removable plug cylinder locks and guaranteed for life cam-lift, gravity action, self-closing metal, glide hinges with stay open feature at 120°. Hinges include a concealed switch to automatically activate the interior LED lighting. Guaranteed for life, work flow door handles are mounted horizontally over recess in door which limits protrusion from door face into aiseways. Doors have seamless, polished metal corners.

Gasket profile and material simplify cleaning and increase overall gasket life. Anti condensate heaters are located behind each door opening.

Both the cabinet and door(s) are insulated with an average of 2" thick high density, non-CFC, foamed in place polyurethane.

#### Refrigeration System

A top mounted, self-contained, balanced refrigeration system using environmentally friendly, non-flammable R-450A refrigerant is conveniently located behind the one piece louver assembly. It features a finless StayClear™ condenser, thermostatic expansion valve, air-cooled hermetic compressor, large, high humidity evaporator coil located outside the food zone and a top mounted non-electric condensate evaporator. Biased return air duct protects against introduction of warm kitchen air, promoting even temperature maintenance and efficient operation. A 9' cord and plug is provided. Standard operating temperature is 34 to 38°F.

#### Controller

Traulsen's Smart Control features advanced control algorithms and sophisticated diagnostic capabilities. Smart sensors will adapt the operation of the refrigeration system to a variety of environments and usage patterns. The Smart Control offers a complete set of visual alarms designed to alert the user to critical events. In the event of an alarm, a dedicated Alarm LED will illuminate, informing the user of the critical event and describing the event in the large, easy to read full text display.

#### Interior

Standard interior arrangements include three (3) coated wire shelves per section, mounted on shelf pins. Shelves are full-width, and do not have any large gaps between them requiring the use of "bridge" or "junior shelves". Recommended load limit per shelf should not exceed 225 lbs. Optional tray slides may be purchased in combination with, or in lieu of these. Interior arrangements are installed at the factory and EZ-Change interior slides (only) are field installed.

#### Warranties

Both a three year parts and labor warranty and a five year compressor warranty (self-contained models only) are provided standard.

DIMENSIONAL DATA	R/AHT132WPUT	R/AHT232WPUT	R/AHT332WPUT
Net capacity cu. ft.	25.2 (714 cu l)	54.2 (1535 cu l)	83.2 (2357 cu l)
Length - overall in.	29 <sup>7</sup> / <sub>16</sub> (75.9 cm)	58 (147.3 cm)	86 <sup>1</sup> / <sub>4</sub> (218.8 cm)
Depth - overall in.	37 <sup>1</sup> / <sub>16</sub> (96.4 cm)	37 <sup>1</sup> / <sub>16</sub> (96.4 cm)	37 <sup>1</sup> / <sub>16</sub> (96.4 cm)
Depth - over body in.	32 (81.3 cm)	32 (81.3 cm)	32 (81.3 cm)
Depth - doors open 90° in.	83 <sup>3</sup> / <sub>8</sub> (211.8 cm)	83 <sup>3</sup> / <sub>8</sub> (211.8 cm)	83 <sup>3</sup> / <sub>8</sub> (211.8 cm)
Clear door width in.	21 <sup>1</sup> / <sub>2</sub> (53.6 cm)	21 <sup>1</sup> / <sub>2</sub> (53.6 cm)	21 <sup>1</sup> / <sub>2</sub> (53.6 cm)
Clear half-door height in.	27 <sup>1</sup> / <sub>2</sub> (69.9 cm)	27 <sup>1</sup> / <sub>2</sub> (69.9 cm)	27 <sup>1</sup> / <sub>2</sub> (69.9 cm)
Clear full-door height in.	57 <sup>7</sup> / <sub>8</sub> (146.3 cm)	57 <sup>7</sup> / <sub>8</sub> (146.3 cm)	57 <sup>7</sup> / <sub>8</sub> (146.3 cm)
Height - overall on 6" legs <sup>4</sup>	83 <sup>3</sup> / <sub>4</sub> (211.5 cm)	83 <sup>3</sup> / <sub>4</sub> (211.5 cm)	83 <sup>3</sup> / <sub>4</sub> (211.5 cm)
RHT Net Wt. lbs.	405 (184 kg)	685 (311 kg)	965 (438 kg)
AHT Net Wt. lbs.	355 (161 kg)	605 (274 kg)	845 (383 kg)
No. Standard Shelves	3	6	9
Shelf area sq. ft. <sup>1</sup>	18.8 (1.75 sq m)	37.6 (3.49 sq m)	56.4 (5.23 sq m)
<b>ELECTRICAL DATA</b>			
Voltage	115/60/1	115/60/1	115/60/1
Feed wires with Ground	3	3	3
Full load amperes	7.2	8.6	12.0
<b>REFRIGERATION DATA</b>			
Refrigerant	R-450A	R-450A	R-450A
Refrigerant Charge Amount	18 oz	27 oz	30 oz
BTU/HR H.P. <sup>2</sup>	2240 (1/3 HP)	4610 (2/3 HP)	4900 (3/4 HP)

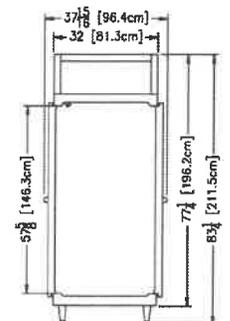
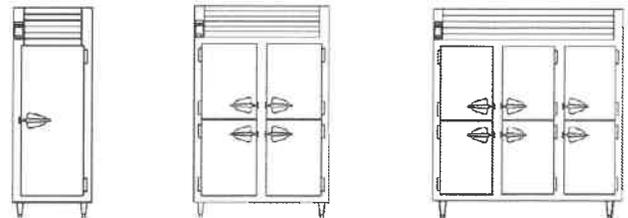
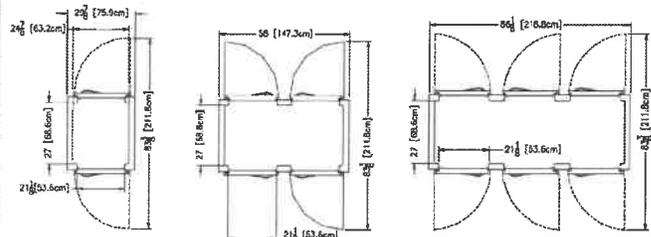
#### NOTES

- NOTE: Figures in parentheses reflect metric equivalents.
- 1= Area of standard shelf compliment only, does not include storage area of additional shelves or available on cabinet bottom.
- 2= Based on a 90°F ambient and 20°F evaporator.
- 3= For approximate remote weights deduct 40 lbs. from respective net or gross weight. For other information on remote models, please refer to form TR35837.
- 4= 12" Top clearance preferred for optimum performance and service access.



**Equipped With One NEMA 5-15 P Plug**

NOTE: Full load amps and plug style may vary depending on electrical options chosen and condensing unit employed.



Section - All Models

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NOTE: When ordering please specify: Voltage, Hinging, Door Size, Options and any additional warranties.

Continued product development may necessitate specification changes without notice.

Part No. TR35759 (REV. 09-29-21)

TRAULSEN  
4401 BLUE MOUND RD.  
PHONE 1 (800) 825-8220  
Website: www.traulsen.com

FT. WORTH, TX 76106  
FAX-MKTG. 1 (817) 624-4302



Project	Quantity	Item #
Model Specified:		CSI Section 11400

**"W-Width" Pass-Thru  
Hot Food Holding Cabinets**



**Model Shown One Section**  
(shown with optional casters)

**One, Two & Three Section Models, 32" Deep**



1-Section Full Length Door Model	RHF132WP-FHS*
2-Section Full Length Door Model	RHF232WP-FHS*
3-Section Full Length Door Model	RHF332WP-FHS
1-Section Half Length Door Model	RHF132WP-HHS*
2-Section Half Length Door Model	RHF232WP-HHS*
3-Section Half Length Door Model	RHF332WP-HHS



1-Section Full Length Door Model	AHF132WP-FHS*
2-Section Full Length Door Model	AHF232WP-FHS*
3-Section Full Length Door Model	AHF332WP-FHS
1-Section Half Length Door Model	AHF132WP-HHS*
2-Section Half Length Door Model	AHF232WP-HHS*
3-Section Half Length Door Model	AHF332WP-HHS

In addition to the already outstanding cabinet construction you have come to expect from Traulsen, these dependable pass-thru hot food holding cabinets are built using our high performance ducted fan air distribution system. Unlike designs which simply radiate heat, this minimizes temperature stratification inside the cabinet, while providing for quicker daily start-up, lower energy usage, and reduced lifetime service costs. Each is supplied standard with easy to operate microprocessor controls and stainless steel exteriors.

**Standard Product Features**

- Traulsen's Smart Control With LED Display
- R-Series: Stainless Steel Exterior & Interior
- A-Series: Stainless Steel Exterior/Anodized Aluminum Interior
- Ducted Fan Air Distribution System
- Standard Operating Temperature Range 140 to 180°F
- One-Time Start-Up Temperature Adjustment Feature
- ON/OFF Switch Located On Control Face
- Full or Half Length Stainless Steel Doors With Locks
- Self-Closing Doors With Stay Open Feature At 120°
- Guaranteed For Life Cam-Lift Hinges
- Guaranteed For Life Horizontal Work Flow Door Handles
- Standard Door Hinging F & R: 132W = Right, 232W = Left/Right, 332W = Left/Right/Right (other hingsings available)
- Automatically Activated Incandescent Lights
- Stainless Steel Breaker Caps
- Three Adjustable Wire Shelves Per Section, Supported On Pilasters (installed at the factory)
- Magnetic Snap-In EZ-Clean Door Gasket(s)
- Gasket-Protecting Metal Door Liner
- Stainless Steel One-Piece Louver Assembly - Front & Rear
- 9' Cord & Plug Attached (one section models only)
- Set of Four (4) 6" High Adjustable Stainless Steel Legs
- Three Year Parts And Labor Warranty

**Options & Accessories**

- Re-Hinging Feature For Door(s)
- No. 1 Type Tray Slides To Accommodate either (1) 18" x 26" or (2) 14" x 18" Pans
- No. 4 Type Tray Slides To Accommodate (1) 18" x 26" Pans (rod type, equips 1/2 section)
- Universal Type Tray Slides To Accommodate Either (1) 18" x 26" or (2) 14" x 18", or (2) 12" x 20" Pans
- Additional Wire Shelves
- EZ-Change Interiors (#1, universals, universal heavy duty tray slides and shelves)
- EZ-Open Foot Pedal (full height doors only)
- Locking Hasps (padlocks supplied by others)
- 115/60/1 Voltage (single section models only)
- Export 220/50/1 Voltage
- Stainless Steel Shelves In Lieu of Standard Wire
- Kool Klad Exterior Laminate Decor
- Set of Four (4) 6" High Casters In Lieu of Legs
- Set of Four (4) 4-5/8" High Casters In Lieu of Legs
- 4-1/2" High Stainless Steel Base In Lieu of Legs
- 6" High Stainless Steel Kickplate (for use with standard legs)
- Clear Glass Door(s) In Place Of One Or More Solid Door(s)
- Fluorescent Lights
- Prison/Correctional Facilities Options



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Listed by Underwriters Laboratories Inc., to U.S. and Canadian safety standards and Listed by NSF International.



\* Noted models are ENERGY STAR® listed. Please refer to [www.energystar.gov](http://www.energystar.gov) to view the most up-to-date product listing and performance data.

Approval: \_\_\_\_\_

TRAUlsen  
4401 BLUE MOUND RD.  
PHONE 1 (800) 825-8220  
Website: [www.traulsen.com](http://www.traulsen.com)

FT. WORTH, TX 76106  
FAX-MKTG. 1 (817) 624-4302



Project

Quantity

Item #

Model Specified:

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CSI Section 11400

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**Specifications**

**Construction, Hardware and Insulation**

Cabinet exterior front, one piece sides, louver assembly and doors are constructed of 20 gauge stainless steel with #4 finish. Cabinet interior and door liners are constructed of stainless steel (anodized aluminum in the A-Series). The exterior cabinet top and bottom are constructed of heavy gauge galvanized steel. A set of four (4) adjustable 6" high stainless steel legs are included.

Doors are equipped with a gasket protecting metal door pan, removable plug cylinder locks and guaranteed for life cam-lift, gravity action, self-closing metal, glide hinges with stay open feature at 120°. Hinges include a concealed switch to automatically activate the interior incandescent lighting. Guaranteed for life, work flow door handles are mounted horizontally over recess in door which limits protrusion from door face into aiseways. Doors have seamless, polished metal corners.

Gasket profile and Santoprene® material simplify cleaning and increase overall gasket life.

Both the cabinet and doors are insulated with an average of 2" thick high density, non-CFC, foamed in place polyurethane.

**Heating System**

A low watt density, serpentine style, heater is employed for the generation of electric heat. Low velocity air is forced across its large surface area to efficiently move heat radiating away from these through a down-air distribution duct, where it is then evenly distributed throughout the cabinet, assuring the proper holding environment for hot food product, without drying. A vent, located at the top of the cabinet, is included for positive humidity control.

**Controller**

Traulsen's Smart Control features advanced control algorithms and sophisticated diagnostic capabilities. Smart sensors will adapt the operation of the system to a variety of environments and usage patterns. The Smart Control offers a complete set of visual alarms designed to alert the user to critical events. In the event of an alarm, a dedicated Alarm LED will illuminate, informing the user of the critical event and describing the event in the large, easy to read full text display.

**Interior**

Standard interior arrangements include three (3) coated wire shelves per section, mounted on pilasters. Shelves are full-width, and do not have any large gaps between them requiring the use of "bridge" or "junior shelves". Recommended load limit per shelf should not exceed 225 lbs. Optional tray slides may be purchased in combination with, or in lieu of these. Interior arrangements are installed at the factory.

**Warranties**  
A three year parts and labor warranty is provided standard.

DIMENSIONAL DATA	R/AHF132WP	R/AHF232WP	R/AHF332WP
Net capacity cu. ft.	26.1 (739 cu l)	55.8 (1581 cu l)	83.2 (2357 cu l)
Length - overall in.	29½ (75.9 cm)	58 (147.3 cm)	86½ (218.8 cm)
Depth - overall in.	37½ (96.4 cm)	37½ (96.4 cm)	37½ (96.4 cm)
Depth - over body in.	32 (81.3 cm)	32 (81.3 cm)	32 (81.3 cm)
Depth - doors open 90° in.	83¾ (211.8 cm)	83¾ (211.8 cm)	83¾ (211.8 cm)
Clear door width in. <sup>1</sup>	21½ (53.6 cm)	21½ (53.6 cm)	21½ (53.6 cm)
Clear half-door height in.	27½ (69.9 cm)	27½ (69.9 cm)	27½ (69.9 cm)
Clear full-door height in.	57¾ (146.3 cm)	57¾ (146.3 cm)	57¾ (146.3 cm)
Height - overall on 6" legs	83¾ (211.5 cm)	83¾ (211.5 cm)	83¾ (211.5 cm)
RHF Net Wt. lbs. <sup>2</sup>	345 (156 kg)	585 (265 kg)	1040 (488 kg)
AHF Net Wt. lbs. <sup>2</sup>	295 (134 kg)	505 (229 kg)	785 (356 kg)
No. Standard Shelves	3	6	9
Shelf area sq. ft. <sup>3</sup>	18.8 (1.75 sq m)	37.6 (3.49 sq m)	56.4 (5.23 sq m)
<b>ELECTRICAL DATA</b>			
Voltage	208/115/60/1	208/115/60/1	208/115/60/1
Feed wires with Ground	4	4	4
Wattage @ 208V	1500	3000	3000
Full load amps @ 208V <sup>4</sup>	7.8	15.5	15.5
Full load amps @ 115V <sup>5</sup>	13.8	n/a	n/a
<b>SHIPPING DATA</b>			
Length - crated in.	35 (89 cm)	63 (160 cm)	91 (231 cm)
Depth - crated in.	43 (109 cm)	43 (109 cm)	43 (109 cm)
Height - crated in.	83½ (212 cm)	83½ (212 cm)	83½ (212 cm)
Volume - crated cu. ft.	71 (2011 cu l)	131 (3711 cu l)	189 (5354 cu l)

**NOTES**

- NOTE: Figures in parentheses reflect metric equivalents.
- 1= Please note that the available cabinet width narrows for 5-3/8" from the top of the door frame to 20-1/8" in order to allow for the heater fans.
- 2= For shipping weights and dimensions please refer to form TR35875.
- 3= Area of standard shelf compliment only, does not include storage area of additional shelves or available on cabinet bottom.
- 4= Heater is capable of operation from 208V to 240V as supplied standard. Actual amp figure will change at any voltage other than 208.
- 5= Figure shown for optional 115V.



Equipped With One NEMA L14-20P Plug  
(1 section models @208V only)



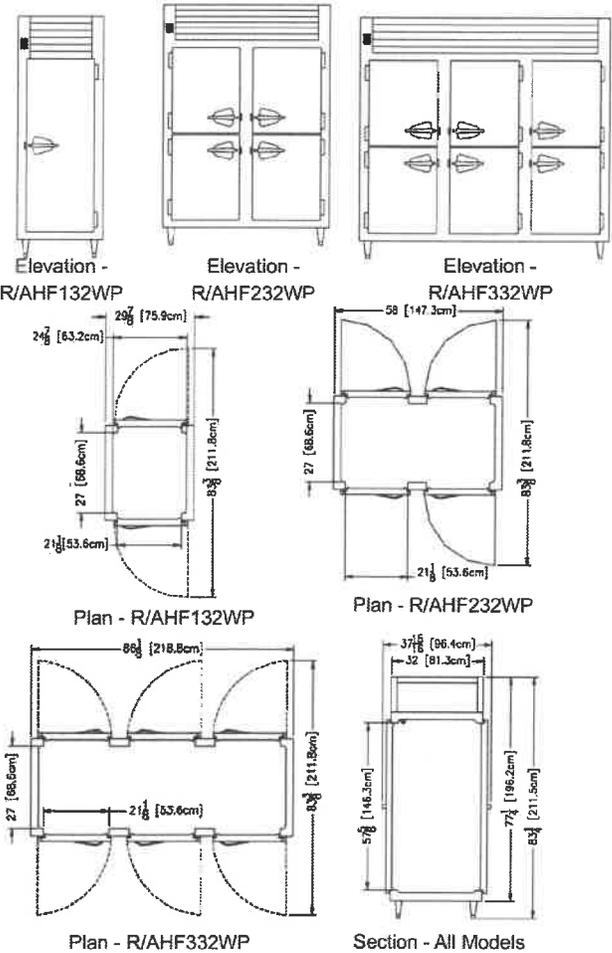
Equipped With One NEMA 5-20P Plug  
(1 section models @115V only)

NOTE: When ordering please specify: Voltage, Hinging, Door Size, Options and any additional warranties.

Continued product development may necessitate specification changes without notice.

Part No. TR35793 (REVISED 01-14-19)

<p><b>TRAUlsen</b> 4401 BLUE MOUND RD. PHONE 1 (800) 825-8220 Website: www.traulsen.com</p>	<p>FT. WORTH, TX 76106 FAX-MKTG. 1 (817) 624-4302</p>	
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OCT 20 2022 10:30 am

- AM

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-944271

Date Filed:  
10/13/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Douglas Food Stores Inc DBA Douglas Equipment  
Bluefield, WV United States

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

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.  
23-CNS-02  
Food Service Equipment: Pass-thru Refrigerators

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Commercial Kitchen	Austin, TX United States		X

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Ruth Marshall, and my date of birth is 9/22/86.

My address is 301 North St. Bluefield WV 24701 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Mercer County, State of WV, on the 16 day of 10, 2022.  
(month) (year)

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





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- Freight is included in the unit pricing.
- Installation is included in the unit pricing.
- The customer is responsible for all power supplies and utilities to be within four feet of the install footprint and to match the utility requirements of the units being installed prior to the installer's arrival.
- The installer will be hooking up the new equipment to ALREADY EXISTING utilities.
- The site MUST be ready upon installer's arrival; if it is not, or the installer has to make a second trip, more charges will incur and be the responsibility of the customer.
- We are not responsible for any utility upgrades or architectural modifications if they become necessary.
- This job is being bid site unseen; if the installer, upon arrival, deems that more work is necessary than a standard install, more charges will incur and be the responsibility of the customer. It is assumed that no stairs or doorways will need to be transversed.
- This work is to be done during normal hours, Monday – Friday, 8:00 am – 5:00 pm, holidays excluded.

Please add 3% for credit card purchases

	Kitchen Equipment	
	Douglas Equipment	WRS
	Vendor 1	Vendor 2
Contract Total	\$67,778.20	\$76,018.72
<b>Points</b>	<b>60.00</b>	<b>53.50</b>
<b>Quality</b>	<b>10.00</b>	<b>10.00</b>
<b>Vendor Rep</b>	<b>10.00</b>	<b>10.00</b>
<b>Meets our needs</b>	<b>10.00</b>	<b>10.00</b>
<b>Completion of packet</b>	<b>10.00</b>	<b>10.00</b>
<b>Total</b>	<b>100.00</b>	<b>93.50</b>



**Job Description(s) or Revisions to Job Description(s), and Paygrade Chart or Revisions to Paygrade Chart**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Mr. Todd Gooden

Background Information:

The Board of Trustees approve revisions to the LVISD Job Description Manual and Revisions to the Paygrade Charts.

Fiscal Implication:

N/A

Administrative Recommendation:

Board approval of the job descriptions or revisions to job descriptions, and revisions to the Paygrade Chart as presented.

Motion:

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Second:

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For:

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Against:

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Abstain:

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# GENERAL MAINTENANCE I

## GROUNDS MAINTENANCE

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Reports to: Director of Maintenance

Dept. / Campus: Maintenance Dept.

Pay Grade: A-403

Board Approval: November 2022

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### **PRIMARY PURPOSE / FUNCTION:**

Assist in directing and managing the grounds maintenance and operations of the district to maintain safe and attractive yards, gardens, and flowerbeds district wide.

### **QUALIFICATIONS:**

#### **Education/Certification:**

High School Diploma or GED

Valid Texas Class C Driver's License

#### **Special Knowledge/Skills:**

Ability to understand detailed written or oral instructions

Ability to communicate effectively

Ability to operate power-driven equipment

#### **Experience:**

Two (2) years related experience

### **Job Summary: Grounds and Landscaping**

- Mow and detail all district grounds, including athletic fields
- Follow scheduled maintenance plan to care for lawns, trees, shrubs, and flowers by watering, pruning, fertilizing, mulching, caring for beds, and controlling weeds
- Plant shrubs and vegetation
- Assist with the preparation of athletic fields for games, including chalking fields
- Collect and dispose of leaves, dirt, rubbish, and refuse from district facilities
- Irrigation and sprinkler system maintenance including timer programming-repair and replacement of heads, water lines, wiring and valves
- Assist with sand/ice melt as needed
- Perform other duties and accept co-workers responsibilities as assigned by supervisor

## GM II – Lead Grounds

### Safety:

- Operate tools and equipment according to prescribed safety procedures. Follow established safety procedures and techniques to perform job duties, including lifting and climbing
- Correct unsafe conditions in work area and promptly report any conditions that are not immediately correctable to supervisor
- Help keep vehicle, equipment, and tools in safe operating condition
- Inspect and adjust tools and equipment for safety and efficiency and perform preventive maintenance as needed
- Follow district safety protocols and emergency procedures

### Mental Demands/Physical Demands/Environmental Factors:

- Tools/Equipment Used: Garden tools, small hand tools, heavy equipment including backhoe, tractor, power mower, and light truck or van
- Posture: Frequent standing, kneeling, squatting, bending/stooping, pushing/pulling, and twisting, work in tiring and uncomfortable positions
- Motion: Frequent walking, grasping/squeezing, wrist flexion/extensions, and overhead reaching, frequent driving
- Lifting: Heavy lifting and carrying (45 lbs. and over) on a daily basis
- Environment: Work outside, on slippery and uneven walking surfaces, frequent exposure to extreme hot and cold temperatures, dust, noise, vibration, exposure to chemical (herbicides and fertilizer) and electrical hazards, work around machinery with moving parts, may work alone, regularly work irregular hours, occasional prolonged hours, frequent districtwide travel
- Mental Demands: Maintain emotional control under stress

The foregoing statements describe the general purpose and responsibilities for this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

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Employee

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Date

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Supervisor

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Date

# GENERAL MAINTENANCE II LEAD GROUNDS MAINTENANCE

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Reports to: Director of Maintenance

Dept. / Campus: Maintenance Dept.

Pay Grade: A-603

Board Approval: November 2022

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## **PRIMARY PURPOSE / FUNCTION:**

Assist in directing and managing the grounds maintenance and operations of the district to maintain safe and attractive yards, gardens, and flowerbeds district wide.

## **QUALIFICATIONS:**

### **Education/Certification:**

High School Diploma or GED

Valid Texas Class C Driver's License

### **Special Knowledge/Skills:**

Ability to understand detailed written or oral instructions

Ability to communicate effectively

Ability to operate power-driven equipment

Knowledge of integrated Pest Control practices (Preferred)

Pest Control license (Preferred) or ability to obtain an apprentice license

### **Experience:**

Two (2) years related experience

Ability to obtain or have a valid Pesticide and Herbicide noncommercial applicators license within one year of accepting position

One (1) year experience in Pest Control (Preferred)

## **Job Summary: Grounds and Landscaping**

- Mow and detail all district grounds, including athletic fields
- Follow scheduled maintenance plan to care for lawns, trees, shrubs, and flowers by watering, pruning, fertilizing, mulching, caring for beds, and controlling weeds
- Plant shrubs and vegetation
- Assist with the preparation of athletic fields for games, including chalking fields
- Build and maintain good working relationships with athletic department coaches and staff
- Collect and dispose of leaves, dirt, rubbish, and refuse from district facilities
- Irrigation and sprinkler system maintenance including timer programming-repair and replacement of heads, water lines, wiring and valves

## GM II – Lead Grounds

- Participates in purchase of materials related to grounds keeping, including fertilizer, mulch, tools, chemicals, sand, etc.
- Assist with sand/ice melt as needed
- Perform other duties and accept co-workers responsibilities as assigned by supervisor

### Safety:

- Operate tools and equipment according to prescribed safety procedures. Follow established safety procedures and techniques to perform job duties, including lifting and climbing
- Correct unsafe conditions in work area and promptly report any conditions that are not immediately correctable to supervisor
- Help keep vehicle, equipment, and tools in safe operating condition
- Inspect and adjust tools and equipment for safety and efficiency and perform preventive maintenance as needed
- Follow district safety protocols and emergency procedures

### Mental Demands/Physical Demands/Environmental Factors:

- Tools/Equipment Used: Garden tools, small hand tools, heavy equipment including backhoe, tractor, power mower, and light truck or van
- Posture: Frequent standing, kneeling, squatting, bending/stooping, pushing/pulling, and twisting, work in tiring and uncomfortable positions
- Motion: Frequent walking, grasping/squeezing, wrist flexion/extensions, and overhead reaching, frequent driving
- Lifting: Heavy lifting and carrying (45 lbs. and over) on a daily basis
- Environment: Work outside, on slippery and uneven walking surfaces, frequent exposure to extreme hot and cold temperatures, dust, noise, vibration, exposure to chemical (herbicides and fertilizer) and electrical hazards, work around machinery with moving parts, may work alone, regularly work irregular hours, occasional prolonged hours, frequent districtwide travel
- Mental Demands: Maintain emotional control under stress

The foregoing statements describe the general purpose and responsibilities for this job and are not an exhaustive list of all responsibilities, duties, and skills that may be required.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date



**Monthly Budget Analysis Report**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Mr. James Garrett

Background Information:

The District compiles and reports revenue and expenditure data for all funds on a monthly basis. The attached monthly budget analysis reports compare year-to-date revenue and expenditures to the same period from last fiscal year. Monthly budget analysis reports are presented for the General Operating Fund; Child Nutrition Fund; and, Debt Service Fund. The August reports are unaudited and preliminary. There are entries that will need to be made that will adjust these numbers, ie. receivables, payables.

Fiscal Implication:

N/A

Administrative Recommendation:

It is recommended that the Board approve the Monthly Budget Analysis Reports as submitted.

Motion:

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Second:

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For:

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Against:

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Abstain:

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La Vega Independent School District  
Statement of **Unaudited** Revenues and Expenditures - Budget vs. Actual

For the Period Ended 10/31/2022  
10

GENERAL FUND - 199

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2022-2023 ORIGINAL BUD	2022-2023 AMEND BUD	MONTHLY		YEAR-TO-DATE		DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 10/31/2022
				CURRENT 10/31/2022	PRIOR YR 9/30/2021	CURRENT 10/31/2022	PRIOR YR 9/30/2021				
5700	LOCAL	11,749,191	11,749,191	334,690	1,392,235	451,810	1,487,450	11,297,381	3.85%	12.81%	16.67%
5800	STATE	19,988,196	19,988,196	3,643,197	3,646,572	8,029,587	7,889,684	11,958,609	40.17%	39.29%	16.67%
5900	FEDERAL	250,000	250,000	171	54,196	4,458	62,355	245,542	1.78%	#DIV/0!	16.67%
7900	OTHER	-	-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
<b>5020</b>	<b>TOTAL REVENUES</b>	<b>\$ 31,987,387</b>	<b>\$ 31,987,387</b>	<b>\$ 3,978,058</b>	<b>\$ 5,093,003</b>	<b>\$ 8,485,855</b>	<b>\$ 9,439,489</b>	<b>\$ 23,501,532</b>	<b>26.53%</b>	<b>34.09%</b>	<b>16.67%</b>
	<b>EXPENDITURES</b>										
0011	Instruction	17,517,303	17,517,303	1,200,221	1,359,008	2,119,172	2,752,094	15,398,131	12.10%	18.36%	16.67%
0012	Instr Resources/Media Services	305,194	305,194	19,676	18,189	38,368	36,433	266,826	12.57%	12.04%	16.67%
0013	Curriculum & Staff Development	512,993	512,993	30,509	28,104	48,060	56,198	464,933	9.37%	13.99%	16.67%
0021	Instructional Leadership	824,850	824,850	68,726	58,670	132,669	119,480	692,181	16.08%	20.65%	16.67%
0023	School Leadership	2,524,065	2,524,065	234,798	194,040	452,387	389,118	2,071,678	17.92%	17.73%	16.67%
0031	Guidance, Counseling & Evaluation	839,423	839,423	61,705	57,924	117,202	115,602	722,221	13.96%	12.92%	16.67%
0032	Attendance & Social Services	98,960	98,960	2,803	-	152,803	-	(53,843)	154.41%	0.00%	16.67%
0033	Health Services	307,157	307,157	24,735	24,734	47,936	44,949	259,221	15.61%	16.58%	16.67%
0034	Student Transportation	2,098,978	2,098,978	181,702	202,555	181,702	202,555	1,917,276	8.66%	11.48%	16.67%
0035	Food Services	30,975	30,975	-	-	-	-	30,975	0.00%	0.00%	16.67%
0036	Extracurricular Activities	1,808,523	1,808,523	130,488	150,712	246,891	266,877	1,561,632	13.65%	15.56%	16.67%
0041	General Administration	1,659,454	1,659,454	173,640	105,878	302,281	257,704	1,357,173	18.22%	17.37%	16.67%
0051	Plant Maintenance & Operations	3,768,921	3,768,921	623,503	269,210	1,143,284	487,466	2,625,637	30.33%	8.99%	16.67%
0052	Security & Monitoring Services	568,002	568,002	73,303	43,848	151,417	80,778	416,585	26.66%	21.90%	16.67%
0053	Data Processing Services	1,248,883	1,248,883	193,345	137,113	273,086	195,077	975,797	21.87%	14.88%	16.67%
0061	Community Services	5,084	5,084	217	-	217	-	4,867	4.27%	0.00%	16.67%
0071	Debt Service	281,000	281,000	-	-	11,884	12,976	269,116	4.23%	7.70%	16.67%
0081	Facility Acquisition & Construction	-	-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
0095	Payment to JJAEP	27,500	27,500	7,968	774	9,468	814	18,032	34.43%	3.13%	16.67%
0099	Other Intergovernmental Charges	229,000	229,000	-	-	-	-	229,000	0.00%	0.00%	16.67%
<b>6030</b>	<b>TOTAL EXPENDITURES</b>	<b>\$ 34,656,265</b>	<b>\$ 34,656,265</b>	<b>\$ 3,027,339</b>	<b>\$ 2,650,759</b>	<b>\$ 5,428,827</b>	<b>\$ 5,018,121</b>	<b>\$29,227,438</b>	<b>15.66%</b>	<b>15.11%</b>	<b>16.67%</b>
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (2,668,878)	\$ (2,668,878)	\$ 950,719	\$ 2,442,244	\$ 3,057,028	\$ 4,421,368				
	<b>OTHER FINANCING SOURCES (USES)</b>	<b>(9)</b>	<b>(9)</b>			<b>(9)</b>					
7910	Transfers In										
8910	Transfers Out	\$ -	\$ -	\$ -		\$ -					
	<b>TOTAL OTHER FINANCING SOURCES (USES)</b>										
1200	Net Change in Fund Balance	(11)	(11)		(11)	\$ 3,057,028					
100	EST. Fund Balance - Sept. 1	(12)	\$ 13,948,273		(12)	\$ 13,948,273					
3000	Fund Balance - Aug 31 (projected and unaudited)	(13)	\$ 11,279,395		(14)	\$ 17,005,301					

(1) **2022-2013 Approved Budget** - The original budget approved by the Board for the 2022-2023 Fiscal Year

(2) **2022-2023 Amend 10/31/2022**

10

(3) **Monthly Current Year vs. Prior Year Revenues and Expenditures** - Cash received(revenues)/disbursed(expenditures) for the current month compared with the same period last year

(4) **Year To Date Current Year vs. Prior Year Revenues and Expenditures** - Cash received(revenues)/disbursed(expenditures) for the current year compared with the same period last year

(5) **Difference Between Amended Budget and Current Year To Date** - Figures in Column 2 less figures in Column 4 (Current Column) equals balance left to receive(revenues)/disburse(expenditures) for the remainder of the Fiscal Year

(6) **Current Year To Date as A Percent of The 2022-2023 Amended Budget** - The percent of Current Year To Date revenues/expenditures to the 2022-2023 Amended Budget

(7) **Prior Year To Date as A Percent of The 2022-2023 Budget** - Ther percent of Prior Year To Date revenues/expenditures from the 2022-2023 Budget

(8) **Percent of Fiscal Year Elapsed as of The Date of The Report** - The percent of the Fiscal Year which has elapsed for the as of date of the report

(9) **Excess of Revenues Over Expenditures** - The excess (deficiency) of Revenues over (under) expenditures for the Original Budget, Amended Budget and Current Year To Date columns

(10) **Transfers In/Out** - The amount of any transfers made to the Approved Budget, Amended Budget or Current Year To Date Columns

(11) **Net Change In Fund Balance** - The excess or deficiency of revenues over expenditures which would add to or take away from the beginning fund balance

(12) **Fund Balance - September 1** - The District's audited General Fund Balance as of September 1 of the current fiscal year.

(13) **Fund Balance - August 31** - The projected and unaudited General Fund Balance the District would have if revenue and expenditures are equal to the 2022-2023 Approved Budget or Amended Budget

(14) **Fund Balance - August 31** - The projected and unaudited General Fund Balance the District would have if the fiscal year ended on the last day of the month of the report.

La Vega Independent School District  
Statement of **Unaudited** Revenues and Expenditures - Budget vs. Actual

For the Period Ended 10/31/2022  
10

CHILD NUTRITION FUND - 240

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2022-2023 APP BUD	2022-2023 AMEND BUD	MONTHLY		YEAR-TO-DATE		DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 10/31/2022
				CURRENT 10/31/2022	PRIOR YR 9/30/2021	CURRENT 10/31/2022	PRIOR YR 9/30/2021				
5700	LOCAL	84,616	84,616	16,944	13,383	32,252	23,169	52,364	38.12%	17.80%	16.67%
5800	STATE	12,500	12,500	5,525	4,751	14,151	140	(1,651)	113.21%	0.25%	16.67%
5900	FEDERAL	2,556,347	2,556,347	267,628	41,886	280,457	348,843	2,275,890	10.97%	15.99%	16.67%
7900	OTHER			-	-	-	-				16.67%
<b>5020</b>	<b>TOTAL REVENUES</b>	<b>\$ 2,653,463</b>	<b>\$ 2,653,463</b>	<b>\$ 290,097</b>	<b>\$ 60,020</b>	<b>\$ 326,860</b>	<b>\$ 372,152</b>	<b>\$ 2,326,603</b>	<b>12.32%</b>	<b>16.36%</b>	<b>16.67%</b>
	<b>EXPENDITURES</b>										
0011	Instruction			-	-	-	-	-	#DIV/0!		16.67%
0012	Instr Resources/Media Services			-	-	-	-	-	#DIV/0!		16.67%
0013	Curriculum & Staff Development			-	-	-	-	-	#DIV/0!		16.67%
0021	Instructional Leadership			-	-	-	-	-	#DIV/0!		16.67%
0023	School Leadership			-	-	-	-	-	#DIV/0!		16.67%
0031	Guidance, Counseling & Evaluation			-	-	-	-	-	#DIV/0!		16.67%
0032	Attendance & Social Services			-	-	-	-	-	#DIV/0!		16.67%
0033	Health Services			-	-	-	-	-	#DIV/0!		16.67%
0034	Student Transportation			-	-	-	-	-	#DIV/0!		16.67%
0035	Food Services	2,629,463	2,629,463	230,414	253,055	310,876	326,122	2,318,587	11.82%	13.34%	16.67%
0036	Extracurricular Activities			-	-	-	-	-	#DIV/0!		16.67%
0041	General Administration			-	-	-	-	-	#DIV/0!		16.67%
0051	Plant Maintenance & Operations	24,000	24,000	2,785	1,020	3,278	1,534	20,722	13.66%	6.82%	16.67%
0052	Security & Monitoring Services			-	-	-	-	-	#DIV/0!		16.67%
0053	Data Processing Services			-	-	-	-	-	#DIV/0!		16.67%
0061	Community Services			-	-	-	-	-	#DIV/0!		16.67%
0071	Debt Service			-	-	-	-	-	#DIV/0!		16.67%
0081	Facility Acquisition & Construction			-	-	-	-	-	#DIV/0!		16.67%
0095	Payment to JJAEP			-	-	-	-	-	#DIV/0!		16.67%
0099	Other Intergovernmental Charges			-	-	-	-	-	#DIV/0!		16.67%
<b>6030</b>	<b>TOTAL EXPENDITURES</b>	<b>\$ 2,653,463</b>	<b>\$ 2,653,463</b>	<b>\$ 233,199</b>	<b>\$ 254,074</b>	<b>\$ 314,154</b>	<b>\$ 327,657</b>	<b>\$ 2,339,309</b>	<b>11.84%</b>	<b>14.29%</b>	<b>16.67%</b>
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ 56,898	\$ (194,054)	\$ 12,706	\$ 44,496				
	<b>OTHER FINANCING SOURCES (USES)</b>	<b>(9)</b>	<b>(9)</b>			<b>(9)</b>					
7910	Transfers In										
8910	Transfers Out			\$ -	\$ -	\$ -	\$ -				
	<b>TOTAL OTHER FINANCING SOURCES (USES)</b>										
1200	Net Change in Fund Balance	\$ -	\$ -		(11)	\$ 12,706					
100	EST. Fund Balance - Sept. 1		\$ 1,001,475		(12)	\$ 1,001,475					
3000	Fund Balance - Aug 31 (projected and unaudited)		\$ 1,001,475		(14)	\$ 1,014,181					

La Vega Independent School District  
Statement of **Unaudited** Revenues and Expenditures - Budget vs. Actual

For the Period Ended 10/31/2022  
10

ESSER III FUND - 282

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2022-2023 APP BUD	2022-2023 AMEND BUD	MONTHLY		YEAR-TO-DATE		DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 10/31/2022
				CURRENT 10/31/2022	PRIOR YR 9/30/2021	CURRENT 10/31/2022	PRIOR YR 9/30/2021				
5700	LOCAL		-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
5800	STATE		-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
5900	FEDERAL		-	267,628	-	-	-	-	#DIV/0!	0.00%	16.67%
7900	OTHER		-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
<b>5020</b>	<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ 267,628	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00%	16.67%
	<b>EXPENDITURES</b>										
0011	Instruction		-	41,034	-	317,392	-	(317,392)	#DIV/0!		16.67%
0012	Instr Resources/Media Services		-	-	-	-	-	-	#DIV/0!		16.67%
0013	Curriculum & Staff Development		-	-	-	-	-	-	#DIV/0!		16.67%
0021	Instructional Leadership		-	9,131	-	18,262	-	(18,262)	#DIV/0!		16.67%
0023	School Leadership		-	-	-	-	-	-	#DIV/0!		16.67%
0031	Guidance, Counseling & Evaluation		-	-	-	424	-	(424)	#DIV/0!		16.67%
0032	Attendance & Social Services		-	-	-	113	-	(113)	#DIV/0!		16.67%
0033	Health Services		-	-	-	-	-	-	#DIV/0!		16.67%
0034	Student Transportation		-	-	-	-	-	-	#DIV/0!		16.67%
0035	Food Services		-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
0036	Extracurricular Activities		-	-	-	-	-	-	#DIV/0!		16.67%
0041	General Administration		-	-	-	-	-	-	#DIV/0!		16.67%
0051	Plant Maintenance & Operations		-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
0052	Security & Monitoring Services		-	-	-	-	-	-	#DIV/0!		16.67%
0053	Data Processing Services		-	-	-	-	-	-	#DIV/0!		16.67%
0061	Community Services		-	-	-	-	-	-	#DIV/0!		16.67%
0071	Debt Service		-	-	-	-	-	-	#DIV/0!		16.67%
0081	Facility Acquisition & Construction		-	-	-	-	-	-	#DIV/0!		16.67%
0095	Payment to JJAEP		-	-	-	-	-	-	#DIV/0!		16.67%
0099	Other Intergovernmental Charges		-	-	-	-	-	-	#DIV/0!		16.67%
<b>6030</b>	<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ 50,165	\$ -	\$ 336,191	\$ -	\$ (336,191)	#DIV/0!	0.00%	16.67%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ 217,463	\$ -	\$ (336,191)	\$ -				
	<b>OTHER FINANCING SOURCES (USES)</b>	(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out (10)			\$ -	\$ -	\$ -	\$ -				
	<b>TOTAL OTHER FINANCING SOURCES (USES)</b>										
1200	Net Change in Fund Balance (11)	\$ -	\$ -		(11)	\$ (336,191)					
100	EST. Fund Balance - Sept. 1 (12)				(12)	\$ -					
3000	Fund Balance - Aug 31 (projected and unaudited) (13)		\$ -		(14)	\$ (336,191)					

La Vega Independent School District  
Statement of **Unaudited** Revenues and Expenditures - Budget vs. Actual

For the Period Ended

10/31/2022

10

DEBT SERVICE FUND - 511

DATA CONTROL CODES	REVENUES	(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
		2022-2023 APP BUD	2022-2023 AMEND BUD	CURRENT MONTHLY 10/31/2022	PRIOR YR 9/30/2021	CURRENT YEAR-TO-DATE 10/31/2022	PRIOR YR 9/30/2021	DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 10/31/2022
5700	LOCAL	2,599,303	2,559,303	62,532	327,044	71,959	90,966	2,487,344	2.81%	4.72%	16.67%
5800	STATE	-	-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
5900	FEDERAL	-	-	-	-	-	-	-	#DIV/0!	0.00%	16.67%
7900	OTHER	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
<b>5020</b>	<b>TOTAL REVENUES</b>	<b>\$ 2,599,303</b>	<b>\$ 2,559,303</b>	<b>\$ 62,532</b>	<b>\$ 327,044</b>	<b>\$ 71,959</b>	<b>\$ 90,966</b>	<b>\$ 2,487,344</b>	<b>2.81%</b>	<b>3.09%</b>	<b>16.67%</b>
	<b>EXPENDITURES</b>										
0011	Instruction	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0012	Instr Resources/Media Services	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0013	Curriculum & Staff Development	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0021	Instructional Leadership	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0023	School Leadership	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0031	Guidance, Counseling & Evaluation	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0032	Attendance & Social Services	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0033	Health Services	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0034	Student Transportation	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0035	Food Services	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0036	Extracurricular Activities	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0041	General Administration	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0051	Plant Maintenance & Operations	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0052	Security & Monitoring Services	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0053	Data Processing Services	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0061	Community Services	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0071	Debt Service	2,284,689	2,284,689	806	-	806	-	2,283,883	0.04%	0	16.67%
0081	Facility Acquisition & Construction	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0095	Payment to JJAEP	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
0099	Other Intergovernmental Charges	-	-	-	-	-	-	-	#DIV/0!	#DIV/0!	16.67%
<b>6030</b>	<b>TOTAL EXPENDITURES</b>	<b>\$ 2,284,689</b>	<b>\$ 2,284,689</b>	<b>\$ 806</b>	<b>\$ -</b>	<b>\$ 806</b>	<b>\$ -</b>	<b>\$2,283,883.00</b>	<b>0.04%</b>	<b>0.00%</b>	<b>16.67%</b>
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 314,614	\$ 274,614	\$ 61,726	\$ 327,044	\$ 71,153	\$ 90,966				
	<b>OTHER FINANCING SOURCES (USES)</b>	<b>(9)</b>	<b>(9)</b>			<b>(9)</b>					
7910	Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
8910	Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	<b>TOTAL OTHER FINANCING SOURCES (USES)</b>										
1200	Net Change in Fund Balance	\$ 314,614	\$ 274,614		(11)	\$ 71,153					
100	Fund Balance - Sept. 1	\$ 5,072,996	\$ 5,072,996		(12)	\$ 5,072,996					
100	Less: Committed Fund Balance - Sept. 1	\$ (3,773,224)	\$ (3,773,224)			\$ (3,773,224)					
3000	Fund Balance - Aug 31 (projected and unaudited)	\$ 1,614,386	\$ 1,574,386		(13)	\$ 1,370,925					
3000	Less: Committed Fund Balance-Aug 31										
	Available Fund Balance (projected and unaudited)	(14) \$ 1,614,386	\$ 1,574,386			\$ 1,370,925					

**Consider Teacher and Professional Employee Contract Recommendations**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Mr. Todd Gooden

Background Information:

The Board of Trustees of any independent school district may employ by contract a superintendent, a principal or principals, teachers, or other executive officers for a term not to exceed the maximum specified in this section. In those independent school districts with a scholastic population of fewer than 5,000, the term of such contracts shall not exceed three years. The personnel department, campus principals, and management teams interview and check references on each applicant who makes application to become a member of the staff of the La Vega Independent School District.

Fiscal Implication:

Personnel salaries are a budgeted item.

Administrative Recommendation:

Board approval of the contract recommendations as presented.

Motion:

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Second:

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For:

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Against:

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Abstain:

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## ***LV Personnel Recommendations for employees***

The following employees are recommended for employment for the 2022- 2023 school years.

Name	Assignment
Mitzi Smith	Special Ed/Life Skills Teacher/LVHS Replacing: Shelly Trevino

I hereby authorize the administration to utilize my signature stamp to issue contracts to personnel and approve resignations as recommended herein.

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President, La Vega ISD Board of Trustees  
November 15, 2022

**CLOSED MEETING**

Presented for:

Board action  Report/Review Only

Supporting documents:

None  Attached  Provided Later

Contact Person:

Board President

Background Information:

The Board may enter into a closed meeting after the following requirements have been met:

1. A quorum of the Board has first been convened in open meeting for which notice has been given.
2. The presiding officer has publicly announced in open meeting that a closed meeting will be held.
3. The presiding officer has identified the section or sections of the Open Meetings Act or other applicable statutes that authorize the holding of such closed meeting.

Fiscal Implication:

N/A

Administrative Recommendation:

N/A

A closed meeting was declared:

\_\_\_\_\_ Beginning Time

\_\_\_\_\_ Date

\_\_\_\_\_ Sections of the Texas Government Code

\_\_\_\_\_ Ending Time

**ADJOURNMENT**

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

For: \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

Date and Time: \_\_\_\_\_