



26014L31

Food Services - Ice Machines

Issue Date: 6/18/2026

Questions Deadline: 7/16/2026 11:00 AM (CT)

Response Deadline: 8/6/2026 11:00 AM (CT)

Contact Information

Contact: Lorretta Posada

Address: Procurement Department

204 W. South Street

Leander, TX 78646

Phone: (512) 570-0611

Email: lorretta.posada@leanderisd.org

Event Information

Number: 26014L31
Title: Food Services - Ice Machines
Type: RFP
Issue Date: 6/18/2026
Question Deadline: 7/16/2026 11:00 AM (CT)
Response Deadline: 8/6/2026 11:00 AM (CT)
Notes: Leander Independent School District (known herein as "LISD" or "the District") is accepting proposal responses from qualified vendors interesting in providing the following:

Food Service - Ice Machines

in accordance with the instructions, terms and conditions and requirements/specifications contained in this solicitation. This solicitation is issued per Texas Education Code Chapter 44, Sub-chapter B and meets the current requirements of the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200 Subpart D, Procurement Standards and the Texas Department of Agriculture's Administrator's Reference Manual. This solicitation is potentially a multiple award Request for Proposals.

Billing Information

Contact: Accounts Payable
Address: Financial Services
204 W South Street
Leander, TX 78646
Phone: (512) 570-0000 x10180
Email: accounts.payable@leanderisd.org

Bid Activities

Vendor Site Visit / Walk-Through

7/7/2026 9:00:00 AM (CT)

Vendor Site Visits will begin at Rouse High School; located at 1222 Raider Way, Leander, TX 78641
Participation is highly recommended.

Bid Attachments

Vendor Form_PDF.pdf

LISD Vendor Information Form

[View Online](#)

LISD General Terms rev2 20221118.pdf

LISD General Terms for Purchasing Solicitations and Contracts, Version 2, effective date of November 18, 2022

[View Online](#)

LISD Federal Compliance Guidelines Certification Form for Attachment 20240101 (1).pdf

LISD Federal Compliance Guidelines Certification Form for Attachment 20240101

[View Online](#)

26014L31 Specification and Requirements Attachment 1.pdf

[View Online](#)

Specification and Requirements Attachment 1

26014L31 Specification and Requirements Attachment 2.pdf

[View Online](#)

Specification and Requirements Attachment 2

Cost Analysis Form.pdf

[View Online](#)

Cost Analysis Form

Addendum No1- LISD - PACKAGE 2 - ICE MACHINES - 260505v2.pdf

[View Online](#)

Addendum to Specification and Requirements Attachment 1

Requested Attachments

Financial Health & Stability Documents

(Attachment required)

Provide documents that confirm the company is in good "financial" health.

HUB, SMNWBE, Veteran-Owned

If company qualifies, vendor must submit copies of certifications.

W9

(Attachment required)

Attach current version

Manufacture's Specifications

(Attachment required)

Vendor shall upload the manufacture's specifications for each item bid in their response.

Certification of Insurance

(Attachment required)

Vendor shall upload their certificate of insurance naming LISD as an additional insured for General Liability Insurance. The vendor's insurance company shall be licensed in the state of Texas and must be acceptable to LISD.

Warranty and Support Services Information

(Attachment required)

Vendor to provide warranty and support services information as outlined in the specifications documents.

LISD Vendor Information Form

(Attachment required)

Completed LISD Vendor Information Form

1 Solicitation Overview

The Leander Independent School District ("LISD" or "District") invites qualified vendors to submit proposal responses for **Food Service - Ice Machines** in accordance with the instructions, terms and conditions, and requirements/specifications contained in this solicitation. Proposal responses will only be received before the time and date indicated.

Estimated Timeline

All dates below are subject to change. It is the intent of the District to award the proposal within ninety (90) days after the due date for solicitations to have been received.

Events	Date
Solicitation Released	Thursday, June 18, 2026
Vendor Site Visits	Tuesday, July 7, 2026 at 9:00AM
Deadline for Questions	Thursday, July 16, 2026
Responses to Questions	Thursday, July 23, 2026
Solicitation Submission Deadline	Thursday, August 6, 2026

Term of the Award Contract

The contract will be effective on **date of award through August 31, 2027** , with the option to renew up to four (4) consecutive additional one (1) year periods, no longer than August 31, 2031. The LISD will evaluate the contract award prior to the expiration of the then-current term based on factors that may include the annual amount of business, performance, and continued provision of best value to LISD. All parties must mutually agree upon a renewal. A renewal agreement will be done in writing along with a new one "1" year contract renewal if all parties agree.

LISD will work with the awarded vendor to develop a schedule for "best dates" when work to be completed at selected school sites. Work at selected sites will not be conducted simultaneously, but rather scheduled independently and in a time frame that is in the best interest of the district.

If any portion of the project is deemed "construction services" by the district, that portion will be paid from district local funds.

☐ I certify and affirm compliance.
(Required: Check if applicable)

2 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of the District and Vendor. The District reserves the right to terminate the Agreement immediately in the event the Vendor fails to:

1. Meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order.
2. Keep pricing within market value to include excessive price increases.
3. Otherwise perform in accordance with this Agreement and/or the procurement solicitation.

The District also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if the District believes, in its sole discretion, that it is in the best interest of the District to do so. Vendor agrees that the District shall not be liable for damages if the District declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by the District and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered between Vendor and the District all terms of this Contract shall continue to apply to the Supplemental Contract.

The District reserves the right to award the next viable bidder if the awarded vendor's contract becomes voided or terminated for cause, without issuing a new solicitation.

☐ I certify and affirm compliance.

(Required: Check if applicable)

3 Non-Appropriation Clause

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds. Notwithstanding any other provision of this Agreement or obligation imposed on the District by this agreement, the District will make a best effort to attempt to obtain and appropriate funds for payment of the contract. Loss of funding shall constitute grounds for termination of the parties' contractual relationship by the District. In whole or in part, without penalty, pecuniary risk, or further liability to the District. This contract is conditioned on a best effort attempt by the District to obtain and appropriate funds for payment of the contract. Loss of funding shall constitute grounds for termination of the parties' contractual relationship by the District. In whole or in part, without penalty, pecuniary risk, or further liability to the District.

☐ I certify and affirm compliance.

(Required: Check if applicable)

4 Breach of Contract

In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, the District reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of the District. The District may exercise any or all the following rights:

1. The District may take possession of the assigned premises and any fees accrued or becoming due to date.
2. The District may take possession of all goods, fixtures, and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
3. The District reserves the right to award canceled contracts to next lowest and best bidder as it deems to be in the best interest of the District
4. In such an event, the District may charge the successful bidder the difference for any additional cost of such a bid item.

☐ I certify and affirm compliance.

(Required: Check if applicable)

5 Non-Performance / In the Event of Default

Contractor shall be deemed in non-performance or default upon the occurrence of one or more of the following events: Contractor refuses or fails to perform all or part of its obligations; Contractor's untimely or consistent poor performance; Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors; a receiver is appointed on account of Contractor's insolvency; or Contractor or its subcontractors violate any of the provisions of this contract. In the event said nonperformance or default "is not" remedied to the satisfaction and approval of the District within two (2) working days of receipt of such notice by the successful bidder, default will be declared, and all the successful bidder's rights shall terminate.

Non-performance or default resulting in a contract termination mid-year may result in the vendor being denied proposal rights for any or all future opportunities. The District also retains the rights upon a "termination by default" of awarded vendor to:

1. Transfer the award to a 2nd awarded vendor, if any, or
2. Refer to and award the next most "responsible and responsive vendor" to the original solicitation, if any.
 1. Vendor must have submitted a complete response to the original solicitation.
 2. Vendor must have been approved and "eligible" for the award.
 3. Vendors must approve the award and confirm the ability to meet the terms and conditions of the contract.

☐ I certify and affirm compliance.

(Required: Check if applicable)

6 Force Majeure

If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, pandemics, network failures, energy crisis, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventative measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance is delayed or stopped by a force majeure event, LISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of LISD's, contractual, legal, or equitable rights.

☐ I certify and affirm compliance.

(Required: Check if applicable)

7 General Information

Governing Documents

This Solicitation and anticipated award(s) shall be governed by the following documents unless an exception is otherwise taken within this solicitation. The first three documents are incorporated by reference only, and are not attached as part of this Solicitation. Click on the links below to obtain a copy of these documents, or contact the LISD Procurement Officer listed on the solicitation.

- Texas Education Code 44.031 - 44.047
- LISD Policy CH(LEGAL) - *Purchasing and Acquisition*
- LISD Policy CH(LOCAL) - *Purchasing and Acquisition*
- LISD *General Terms for Purchasing Solicitations and Contracts*, Version 2, effective date of November 18,

2022 (included with this solicitation in Attachments)

- LISD is utilizing the Request for Proposals (RFP) formal procurement method in accordance with Texas Education Code Section 44.0313 Purchasing Contracts, Request for Proposals for services other than construction services and the Texas Department of Agriculture's Administrator's Reference Manual (ARM) Section 17.

Contact with District Personnel

Contact with trustees, district administrators or employees of the District outside the LISD Procurement Office regarding this solicitation is prohibited during the solicitation process unless directed by the Procurement Officer or other District Procurement Staff. Vendors who fail to adhere to this requirement risk having their response disqualified.

Requests for Historical Information of Previous District Contracts and/or Purchases

The District is required to provide documentation as requested through the Texas *Public Information Act* as found in the Texas Government Code 552. Requests for such information must go through the established LISD PIA process. The Procurement Officer for this solicitation will not be able to provide this type of information directly. Note that there may be a cost for such information and the turnaround could be up to ten (10) District business days. Information deemed confidential by the State's Office of the Attorney General will not be released at any time.

Closing of Request for Proposals

Unless legally required to do so, closing of RFPs will not be made public. No names of the vendors or any information related to the responses will be released prior to the award.

Incomplete Proposal Responses

The vendor is responsible for ensuring all required information and submittals are included with the proposal response prior to the closing of the RFP. Any incomplete proposals shall be deemed "non-responsive," and therefore "disqualified" and retained as a public record, which will be subject to the Texas Public Information Act.

Nonresponsive or Overly Responsive Offers

If a vendor does not submit an offer that is responsive to the specifications and/or technical requirements described in the solicitation, the offer is considered nonresponsive or overly responsive and the vendor must be disqualified. Nonresponsive or overly responsive submissions include but not limited to:

- any extra products and/or services not described in the solicitation that are included in the offer.
- any quote and/or response that lacks all products and/or services describe in the specifications and bid line items.
- a "no bid" response for any of the line items listed will be considered nonresponsive and the vendors submission will be disqualified.
- failure to clearly itemize all required pricing components will result in the proposal being deemed nonresponsive.

Deviations and Exceptions

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in a disqualification of the Vendor's proposal. Vendors must not alter any language in this Agreement.

Withdrawal of Proposal Responses

No proposals may be withdrawn for a period of forty-five (45) days subsequent to the closing time for receipt of proposal responses without the prior written consent of the District's Procurement Department.

Rejection of Proposals

Vendors are solely responsible for uploading all requested and required documents into IonWave software. Vendors assume all risks of missed deadlines or bid closing times even for technical issues. Faxed or E-mailed proposals will not be accepted. This RFP is a 100% electronic bid submission.

☐ I certify and affirm compliance.

(Required: Check if applicable)

8 Conflict of Interest: Vendor Disclosure of Certain Relationships with Local Government Officials

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Leander ISD must file a "Vendor Conflict of Interest Questionnaire" ("CIQ") with the LISD Procurement Department in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a Vendor in the Vendor's business with the District. Forms are also posted at the Texas Ethics Commission's website <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

Conflict of Interest: District Employees

Employee Relationship

In reference of LISD policies CH(LOCAL) *Purchasing and Acquisition*, and DBD(LOCAL) *Employment Requirements and Restrictions*, all vendors must disclose the name of any LISD employee who owns, directly or indirectly, an interest in the vendor's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the response or cancellation of a contract resulting from this request.

Employee Owned

The purchase of goods or services from a business owned in whole or in part by a District employee shall not be permitted. This provision includes any individual actively receiving compensation as a substitute or with any other temporary employee status. The purchase of goods or services from a business owned in whole or in part by a person related to a District employee by blood (consanguinity) or by marriage (affinity) that results in the District employee receiving compensation directly or indirectly shall be permitted only when:

- The District employee does not exercise discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions related to the services or equipment supplied by the business, in which case the business shall not be permitted to sell services or equipment to the District employee's department and department affiliates or campus and campus feeder pattern, as applicable, for as long as the employee continues in the department or campus position;
- The business transaction has been approved by the Superintendent; and
- The purchase of services or equipment has been contracted through a documented competitive process.

Requests for Historical Information of Previous District Contracts and/or Purchases

The District is required to provide documentation as requested through the Texas *Public Information Act* as found in the Texas Government Code 552. Requests for such information must go through the established LISD PIA process. The Procurement Officer for this solicitation will not be able to provide this type of information directly. Note that there may be a cost for such information and the turnaround could be up to ten (10) District business days. Information deemed confidential by the State's Office of the Attorney General will not be released at any time.

☐ I certify and affirm compliance.

(Required: Check if applicable)

9 Conflict of Interest Response

Do you or any of your employees have a conflict of interest? If yes, is selected, a Conflict of Interest Disclosure form must be attached to your response.

☐ Yes ☐ No

(Required: Check only one)

1
0**Federal Procurements**

The District will utilize federal funds in making purchases through the contract created by the award of this solicitation, Part II, Section 1.3, *Affirmation of Certifications* of the *LISD General Terms for Purchasing Solicitations and Contracts*, based on the *Code of Federal Regulations*, Title 2, Subtitle A, Chapter II, Part 200, Appendix II, provides the contract provisions required to meet applicable federal requirements. Contracts awarded pursuant to this solicitation also comply with 2 C.F.R. Subpart D, §§ 200.317–327, as well as the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) Administrator Reference Manual (ARM), and all rules and regulations applicable to School Nutrition Programs (SNPs). The Vendor will certify and affirm compliance with all applicable requirements through submission of a proposal response.

Register your Business with the System of Award Management (SAM) –If your company wants to successfully pursue a contract, it is essential that your business registers in the Federal government's vendor database; registration is free. The Federal government's vendor database used to be known as CCR – Central Contractor Registration, but on July 30, 2012, it was replaced by SAM. If your company was registered in CCR, your company's information migrated over to SAM. Information that has migrated into the SAM database should be checked and updated by vendors, at least annually. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Access SAM at <https://www.sam.gov>. Using SAM, you will be able to register your business size and socio-economic status while completing the required solicitation clauses and certification. By completing your required solicitation clauses and certifications, you certify that the information provided about your company and its business activities are correct. The certification information that you will be asked on SAM is explained in the Federal Acquisitions Regulations, Section 52.2123 https://www.acquisition.gov/far/current/html/52_212_213.html.

If federal funds will be used, applicable guidelines are included within this solicitation under the "Attachments" tab titled *Federal Compliance Guidelines*.

☐ I certify and affirm compliance.

(Required: Check if applicable)

1
1**Criminal History: Access to Students and Facilities**

By submitting a response to this solicitation, the Vendor affirms that they agree to accept full responsibility for adhering to any criminal history requirements under state law, including but not limited to Texas Education Code Section 22.0834. At no time shall the firm's employees, agents or subcontractors have unsupervised contact with students unless the individual has been fingerprinted per the statute requirements.

☐ I certify and affirm compliance.

(Required: Check if applicable)

1
2**Potential Direct Contact with Students**

Although it is not anticipated that the awarded vendor's personnel will have access to students while performing duties on District campuses, all personnel that will be assigned duties on a District facility shall, at minimum, have national criminal history record checks performed by the Vendor before they are allowed to be in a District facility where students are present and they must be accompanied by a District employee.

In addition to the background checks, the District may require work be performed by personnel that will work independently and not be supervised or accompanied by a District employee. These individuals are by law required to be fingerprinted per the requirements of the Texas Education Code, Chapter 22, Section 22.0834, and District Policy CJA(LEGAL).

These above requirements also include all subcontractors. The Vendor shall retain all records of both the Vendor's personnel and the subcontractor personnel, and provide such records as requested by the District.

☐ I certify and affirm compliance.

(Required: Check if applicable)

Electronic Solicitation Program Navigation

Responses are to be submitted through this electronic procurement program. Though the District is required to allow for hard copy responses, the vendors are encouraged to use this program due to the efficiencies it will allow. If the Vendor is having difficulty working within the solicitation, please contact the LISD bid contact during regular District business hours or email Bid Contact email listed in the Events Detail tab. Please note that the District's Procurement Department will attempt to respond as soon as possible. However, the potential vendor is responsible for ensuring enough time is still available to respond before the closing time for the solicitation.

The following tabs may be present within this solicitation. Below is an explanation and purpose for each tab.

Event Details Tab

This tab provides the time requirements for the vendors, the bid contact person, the ship and bill to information. The time and date the responses are due is provided within this tab.

Questions Tab

All requests for clarification, interpretations, and/or questions for this solicitation shall be submitted and answered through the "Questions" tab and clicking on "Ask Question". All requests must be submitted prior to the question cutoff date indicated inside this tab. Late or delinquent requests will not be entertained or answered. The Vendor is discouraged from contacting the District's Procurement Officer directly unless necessary.

Each question, clarification or interpretation request must include all pertinent information required to receive a response. Failure to provide all information may delay a response from the District. The District reserves the right to inform the requester that the response to their request will be submitted through an addendum to all interested vendors and not be addressed directly through their request.

Note that any and all verbal discussions are considered non-binding.

Attachments Tab

Most solicitations will provide one or more documents that will be pertinent to the solicitation and potentially the award. The vendor may be required to have thoroughly reviewed and read this document.

Attributes Tab

This tab provides specific information related to the solicitation and may be required of the vendor to affirm they reviewed and understand each time listed. If the attribute contains a red asterisk next to the checkbox or entry cell, the vendor must enter the appropriate information or respond. If any attributes that are required does not have a response, the vendor will not be able to submit the response until they are completed.

Line Items Tab

A response is required for all bid line items. A "no bid" response for any of the line items listed will be considered nonresponsive and the vendors submission will be disqualified. Failure to clearly itemize all required pricing components will result in the proposal being deemed nonresponsive.

Response Attachments Tab

This tab provides the means for the vendor to upload documents that are required and/or appropriate for the response.

Response Submission Tab

This tab is the last step in submitting a response to a proposal. For the system to allow for a submittal, all required information must be included and completed. The individual responding is to provide their full name and email address.

☐ I certify and affirm compliance.

(Required: Check if applicable)

Evaluation of Proposals

Leander ISD will review and evaluate proposals. Award will be made to the most responsive, responsible offer, price and other criteria factors considered. To be considered for an award, a Proposal Response must be considered "Acceptable." The considerations to award the contract are specified under Evaluation Criteria found in Attribute 15. The District reserves the right to conduct any test, evaluation, or comparison it deems necessary to complete the evaluation process. Per regulation, pricing is the heaviest weighted factor in the evaluation rubric. The evaluation score for pricing is calculated using a mathematical equation: $(\text{Lowest Vendor Price} / \text{Vendor Price} \times \text{Maximum Points})$.

☐ I certify and affirm compliance.

(Required: Check if applicable)

Selection and Evaluation Criteria - Points Based

The District will evaluate the initial response documentation from all responsive vendors to this solicitation based on the criteria and weighted values listed below. Any criteria shown as "Pass/Fail" will have no weighted value. A "Pass" will allow for the response to be considered further, where a "Fail" will remove the response from consideration.

Price: 30 points

Pricing is calculated using a mathematical equation: $\text{Lowest Vendor Price} / \text{Vendor Price} \times \text{Maximum Points}$. Vendor price must be itemized separately to show Delivery/Freight, Equipment, Installation and Removal & Disposal for Vista Ridge HS, Rouse HS and Vandegrift HS ice machines. The vendor will also include pricing for Equipment and Delivery for Cedar Park HS, Glenn HS and Leander HS ice machines. Failure to clearly itemize all required pricing components will result in the proposal being deemed nonresponsive. A "no bid" response for any of the line items listed will be considered nonresponsive and the vendors submission will be disqualified.

Responsible and Responsive Bidder: 25 points

Each vendor's submitted documents will be reviewed for completeness. Any missing document, missed entry, or missing signature will create one (1) point reduction in the criterion score. Products offered will be reviewed to ensure they meet the written specifications. Priority will be given to vendors who can provide the specific item number and manufacturer as listed in the spec sheet. Products specified meet the District's needs. If an alternative is provided it must match the specifications outlined in the Line Item tab and specifications attachment.

Delivery & Shipping: 15 points

The Vendor is to provide the delivery lead time information in the appropriate field in the "Line Item" tab for each proposed item. Proposals must show the number of calendar days required to place the appliances/equipment in the possession of the District. Failure to specify the lead time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the bid to be disregarded.

Financial Health & Stability: 5 points

The vendor must provide evidence of financial health and stability, such as an audited financial statement or financial audit "score," copy of most recent filed tax return, credit report, letter from financial institution, or other substantiating documentation. This information will be utilized as part of evaluation criteria to determine the financial health and stability of each vendor and if adequate financial resources are available to fulfill the requirements of the RFP. Any issues associated with the vendor's financial health and stability to adequately service any award because of this RFP, in whole or in part, may be grounds for termination at the sole discretion of Leander ISD.

Warranty & Support: 20 points

Warranties are included with each product listed in the spec sheet as well as any additional vendor-specific warranty coverage. Outline all customer support options.

Vendor References: 4 points

Reputation of Vendor and Vendor goods/services per reference feedback. Each submitted reference will be sent a questionnaire and asked to rate the quality of services received, products received, response time, and interest with continued business. A point system will be used based on total points received from each reference responder. Vendors are required to supply a minimum of 3 references that they have provided service for. The District will not deduct points, if at minimum, one reference feedback can be received. If the Vendor cannot provide any good references, zero points will be given.

HUB Qualification: 1 point

Qualifies as HUB, Minority, Woman-Owned, Small or Veteran-Owned Business. The Purchaser desires to create full and open competition between small and large companies. Businesses that qualify are given a point but must submit certificates of proof.

☐ I certify and affirm compliance.

(Required: Check if applicable)

1
6**Additional Documentation**

The Vendor is allowed to include additional documentation under the *Response Attachments* tab as deemed applicable to provide additional information to the District during the evaluation process. Such documentation should provide clarity and detailed information to allow for better understanding of what is being proposed.

The District does not guarantee that these documents will be reviewed or provided to the evaluation team. The Vendor is warned against providing too much documentation that could be considered exorbitant and not relevant to the process as this may distract from the information needed by the District to make a clear judgement of the system.

☐ I certify and affirm compliance.

(Required: Check if applicable)

1
7**Request for Clarification, Interpretation, and Questions**

All requests for clarification, interpretations, and/or questions for this solicitation shall be submitted and answered through the "Questions" tab within this electronic solicitation. All requests must be submitted prior to the date indicated as the "Deadline for Questions". Only fully completed requests for valid and current solicitations will receive a response. Late or delinquent requests will not be entertained or answered. Each question, clarification or interpretation request must include all pertinent information required to receive a response. Failure to provide all pertinent information may delay response. All questions can be anonymously submitted through IonWave. Responses will be posted, for all vendors to view, by the "responses to questions" date listed in this RFP.

Vendor is discouraged from contacting the District's Procurement Officer directly unless necessary.

☐ I certify and affirm compliance.

(Required: Check if applicable)

1
8**Texas Department of Agriculture and EDGAR Certifications - 2 CFR Section 200 Required Provisions for Contracts Funded by U.S. Federal Grant**

In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between Leander ISD (District) and Vendor in all situations where Vendor has been paid or will be paid with federal funds.

☐ I certify and affirm compliance.

(Required: Check if applicable)

1
9**Simplified Acquisition Threshold**

Contracts for more than the Simplified Acquisition Threshold currently set at \$250,000 (2 CFR 200.320), 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 vendors 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, LISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

☐ I certify and affirm compliance.

(Required: Check if applicable)

2
0**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."

☐ I certify and affirm compliance.

(Required: Check if applicable)

2
1 **Davis-Bacon Act**

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

☐ I certify and affirm compliance.
(Required: Check if applicable)

2
2 **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 vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

☐ I certify and affirm compliance.
(Required: Check if applicable)

2
3 **Right to Inventions (Pertaining to Patent Rights, Copyright and Rights)**

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

☐ I certify and affirm compliance.
(Required: Check if applicable)

2
4

Certificate Regarding Debarment Suspension

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. 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. By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

☐ I certify and affirm compliance.

(Required: Check if applicable)

2
5

Clean Air and Water Act and Federal Water Pollution Control Act

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (Title 40 CFR) as amended and understood that contracts and sub-grants 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) and that violations must be reported to the Federal awarding agency and Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by the District, the vendor certifies that during the terms 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.

☐ I certify and affirm compliance.

(Required: Check if applicable)

2
6**BYRD, Anti-Lobbying**

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

Pursuant to Federal Rule above, when federal funds are expended by LISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by LISD 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly

☐ I certify and affirm compliance.

(Required: Check if applicable)

2
7**Civil Rights/Discrimination**

The Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Vendor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Vendor.

☐ I certify and affirm compliance.

(Required: Check if applicable)

2
8

Copeland Anti-Kickback Act

The Copeland Act's Anti-Kickback provisions apply to vendors performing on contracts in excess of \$2,000 for the construction or repair of public buildings, public works, or buildings or works to which a federal agency is a party or that are financed in whole or in part by loans or grants from the federal government, except for those contracts where the only federal assistance is a loan guarantee.

This Act prohibits vendors performing work on covered contracts from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. The Act also protects workers on covered contracts from payroll deductions that are not explicitly permitted under Department Of Labor's (DOL) regulations or otherwise approved of by DOL. Workers shall receive pay on a weekly basis in cash or a negotiable instrument payable on demand. Vendors are required to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period. Additionally, the Act's regulations at 29 CFR §§ 3.5 and 3.6 list payroll deductions that are permissible without the approval of DOL and those deductions that require consent of DOL and prohibit all other payroll deductions.

☐ I certify and affirm compliance.

(Required: Check if applicable)

2
9

Energy Policy and Conservation Act

When federal funds are expended by LISD 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 (P.L. 94-163, 89 Stat. 871).

☐ I certify and affirm compliance.

(Required: Check if applicable)

3
0

Health and Safety Certifications, Licensing or Regulations

When federal funds are expended by LISD on any federally assisted solicitations/contracts, the Vendor will be required to understand and meet all applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited to facility use, food establishment regulations, etc.

☐ I certify and affirm compliance.

(Required: Check if applicable)

3
1

Solid Waste Disposal Act § 200.323 Procurement of Recovered Materials

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

☐ I certify and affirm compliance.

(Required: Check if applicable)

**3
2** **Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms (Historically Underutilized Business or HUB)**

The Vendor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps must include:

1. *Solicitation Lists.* Vendor must place small and minority businesses and women's business enterprises on solicitation lists. 2 CFR 200.321(b)(1).
2. *Solicitations.* Vendor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 CFR 200.321(b)(2).
3. *Dividing Requirements.* Vendor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 CFR 200.321(b)(3).
4. *Delivery Schedules.* Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types. 2 CFR 200.321(b)(4).
5. *Obtaining Assistance.* Vendor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 CFR 200.321(b)(5).
6. *Prime Vendor Requirements.* If subcontractors are to be let, to take affirmative steps to contract with these businesses. 2 CFR 200.321(b)(6).

☐ I certify and affirm compliance.

(Required: Check if applicable)

**3
3** **Supplier Diversity Program**

The LISD Procurement Department actively promotes and encourages the participation of minority-owned, woman-owned, and small businesses in its purchasing activities on behalf of the District. Its goal is to provide these firms with opportunities to sell their goods and services to the District whenever it provides the best value to the District and complies with current laws and regulations. All information provided is subject to verification and may be incorporated into any resulting contract. Additionally and as applicable, the selected firm will be required to take all affirmative steps set forth in 2 CFR Part 200 to solicit and reach out to small, minority and women owned firms for any sub-consulting or subcontracting opportunities on the Project(s).

Please select your firm's ownership status by indicating if your firm is a small, woman-owned or minority business and certification affiliation as applicable.

☐ I certify and affirm compliance.

(Required: Check if applicable)

**3
4** **Rights to Inventions (Pertaining to Patent Rights, Copyright and Rights)**

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 above, when federal funds are expended by Leander ISD, the vendor certifies that during the term of an award for all contracts by LISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal

☐ I certify and affirm compliance.

(Required: Check if applicable)

3
5

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

☐ I certify and affirm compliance.

(Required: Check if applicable)

3
6

Record Retention Requirements

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

☐ I certify and affirm compliance.

(Required: Check if applicable)

3
7

Boycott of Israel

Pursuant to Texas Government Code 2271 regarding boycotting of Israel, the vendor certifies and verifies the company does not boycott Israel and will not during the term of an awarded contract. This requirement applies only to contracts with a value of \$100,000 or more and excludes vendors who are sole proprietors or have fewer than ten (10) full-time employees.

By submitting a response, the vendor affirms as applicable to the contract requirements: that it does not boycott Israel; and will not boycott Israel during the term of the contract.

☐ I certify and affirm compliance.

(Required: Check if applicable)

3
8

Boycott of Energy Companies

Pursuant to Texas Government Code Chapter 2274, vendor certifies and verifies that it does not have a practice, policy, guidance, or directive that boycotts energy companies and will not during the term of any contract with the District. This requirement applies only to contracts with a value of \$100,000 or more and excludes vendors that have fewer than ten (10) full-time employees. This requirement does not apply when the requirements are inconsistent with the District's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

By submitting a response, the vendor affirms as applicable to the contract requirements: that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

☐ I certify and affirm compliance.

(Required: Check if applicable)

3
9

Buy American Provision

The District participate in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Vendor is required to certify that each food product meeting the Buy American Provision is 51% of the final processed product (by weight or volume) that consists of agricultural commodities grown in the U.S. Any vendor not providing the required and requested information will be designated as "non-responsive." Awarded vendors must provide all requested certifications and include information in their ordering systems if any product does not meet the Buy American Provision. Vendors found to be out of compliance repetitively with adhering to the terms of the awarded contract to provide the District with foods that meet the Buy American Provision will be terminated and the award will go to the next responsible and eligible bidder. The District requires each vendor to submit documentation to include but not limited to vendor certification letters, pricing comparison for products also offered as domestic, and questions regarding country of origin or other information pertaining to justifications. Vendors are required to contact a CE within 72-hours prior to delivery if a product is to be subbed with a non-compliant/non-domestic product. This allows the CE to reject the product or accept it after review of a justification for exception.

Vendor is required to certify that vendor complies with all applicable provisions of the Buy American Act. The Buy American Provision requires school food authorities to schools to purchase, to the maximum extent practicable, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically and processed domestically. Unprocessed foods must be 100% domestic. See 7 CFR § 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition.

☐ I certify and affirm compliance.

(Required: Check if applicable)

40 Discrimination Against Firearm Entities/Trade Associations

Pursuant to Texas Government Code Chapter 2274, vendor certifies and verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association with regard to the statutory requirements and will not during the term of any contract with the District. This requirement applies only to contracts with a value of \$100,000 or more and excludes vendors who have fewer than ten (10) full-time employees.

By submitting a response, the vendor affirms as applicable to the contract requirements: that it does not discriminate against firearm entities or firearm trade associations; and will not discriminate against firearm entities or firearm trade associations during the term of the contract.

This requirement may be waived if the District contracts with a sole-source provider or does not receive bids from a company that is able to provide the required written verification.

☐ I certify and affirm compliance.

(Required: Check if applicable)

41 State Divestment Statute List

The District is forbidden by the State of Texas Statutes to conduct business with companies on the State of Texas Comptroller of Public Accounts (Comptroller's) *Divestment Statute List*. Companies that do business with countries that support designated foreign terrorist organizations per Texas Government Code 2270.0201. Investing Entities listed in Govt. Code 2270.0001(7) have divestment requirements related to any investments in these companies. By submission of a solicitation response, the Vendor certifies and verifies that they as a company are not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. The Comptroller's list is available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>.

☐ I certify and affirm compliance.

(Required: Check if applicable)

42 Notice of Felony Conviction

Texas Education Code, Section 44.034(a-b), *Notification of Criminal History*, requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. A firm that is a publicly-held corporation is not required to report or provide notice. If there are convictions to report, the notice is to be provided as a separate document within the proposal response. If there are no applicable convictions to report, no notice is required. If a felony conviction of an owner or operator of the entity must be reported, the notice must include the name of the individual, their title, and a general description of the conduct resulting in the conviction of a felony. The District may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract.

☐ I certify and affirm compliance.

(Required: Check if applicable)

43 Transactions Prohibited with Abortion Providers or Affiliated Companies

Texas Government Code, Section 2273.003, prohibits the District from entering into a taxpayer resource transaction.

☐ I certify and affirm compliance.

(Required: Check if applicable)

4 Domestic Preferences for Procurements - 7 CFR 210.21(d)

LISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases made with non-federal funds or grants are excluded from the Buy American Act.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act.

☐ I certify and affirm compliance.

(Required: Check if applicable)

4 Specifications and Equivalent

Specifications may be those developed by the District to represent items of regularly manufactured products or services.

1. Specifications included in this document may contain provisions representing general equipment requirements. Bidders shall refer to the project drawings and schedules for the specific scope, quantities, and configuration applicable to this project. Responses that include general requirements, specifications, or other information that are not relevant or aligned with the scope and requirements of the project may, at the District's discretion, be considered overly responsive. The District reserves the right to disqualify vendors whose responses contain excessive or non-responsive information.
2. Manufacturer's specifications, when used by the District, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered,
3. If any conflict exists, the written product specification will override any referenced/recommended brand. Compliance with all specifications and conditions is required. All proposals must include a detailed statement of exceptions taken to any part of the request.
4. EQUIVALENT CLAUSE: Whenever an article or material is defined in this solicitation by describing a proprietary product, or by using the name of a manufacturer, brand name or vendor, the term "or equal", if not inserted, shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design, and efficiency (as applicable).

☐ I certify and affirm compliance.

(Required: Check if applicable)

4
6**Customer Support and Warranty**

Vendor shall provide timely and accurate technical advice and sales support to LISD. Vendors must provide an assigned Sales Rep(s) to the awarded contract and a direct phone number. General "800" numbers are not allowed. Response time must be within a 24-hour window unless during a holiday closure.

Outline all customer support options provided by vendor (phone, email, online support via chatbot, dedicated vendor representative, etc.) Also, vendor is to provide a detailed description for the warranty provided for the proposed product.

For the support services, the vendor is to provide:

- Response time for repairs (in hours);
- What will happen in the event a unit that will be down (not functioning as intended) for a more than two (2) school days; and
- What the replacement policy is for a unit that is down (not functioning as intended) multiple times and/or is unrepairable.

(Optional: Maximum 4000 characters allowed)

4
7**Performance & Payment Bond Requirements**

Performance and payment bonds are required of all awarded respondents. Bonds must be provided to the District within forty-five (45) days after the notice of award. Below are the bonding requirements.

- Performance bond amount: 100% of the contract price.
- Payment bond amount: 100% of the contract price.

☐ I certify and affirm compliance.

(Required: Check if applicable)

4
8**Quantities Provided in Line Items are Estimates Only**

The quantities provided are for consideration and bidding purposes only. The District will determine the quantities based on the pricing results of the responses, award, and the allocated budgets for these specific purchases.

The District will not guarantee any quantity will be purchased during the term of the contract award. The District may order any awarded item in the necessary quantity during the award period.

☐ I certify and affirm compliance.

(Required: Check if applicable)

Fixed and Firm Pricing

All prices in Vendor's proposal shall remain fixed and firm, including shipping and deliveries, for the Term of the Agreement. Pricing is submitted via electronic bid submission in IonWave. Any price changes shall be presented to the District, for acceptance or rejection by LISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the District prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms, and conditions, and/or manufacturers/distributors' impact (if any).

1. Pricing shall encompass the costs of the product's receipt into storage, distribution, financing and profit, production losses, analysis cost, waste, labor, overhead, and transportation costs of the specified products.
2. Proposal Price must be shown "to the penny" in two decimals unless otherwise indicated. Unit price must be shown with a minimum of four decimal places.
3. In the event of discrepancies in extension, the unit price will govern.
4. Vendors are encouraged to provide pricing on specified items, even if no estimated quantity is provided.
5. Vendor shall not include sales tax with any pricing. The District is exempt from Federal Excise Tax, State Tax, and Local Tax. Tax exemption certificates will be furnished upon request by each participating entity.
6. The awarded Vendor agrees to furnish awarded items or services at the bid price and all other conditions contained in the Terms and Conditions, Specifications, and bid documents within this Proposal.
7. Title to all supplies and equipment shall pass to LISD upon receipt except where hidden defects or other bid requirements or specifications are not met.

☐ I certify and affirm compliance.

(Required: Check if applicable)

Possible Annual Price Adjustments During the Term of the Contract - Index Based

The District understands that prices the awarded respondent has to pay for labor, raw materials, manufacturing, and other circumstances that are outside the Contractor's control. To allow the Contractors some level of protection against inflation at the time of extensions, and the cost of the awarded product, the District **may** allow an increase (or decrease) in the awarded base price prior to an extension based on the following federal index:

- Producer Price Index (PPI) by Commodity: Machinery and Equipment: Commercial Cooking and Food Warming Equipment (<https://fred.stlouisfed.org/series/WPU11680118#>)

The base PPI index number shall be from above the number for June 2026.

Note: A decrease in the index will mean a decrease in the new annual price for the next extension period. The increase/decrease is to follow the formula below:

- **Base Price + (Base Price x ((Request Index - Base Index)/100) = New Annual Price**

Example:

Awarded / Base Price	Base Index (June 2026)	Request Index (June 2026 + 1)	Index Change
\$1000.00	199.3	205.5	6.2

* Estimate only - used only as an example of the pricing formula

Based on the example numbers above, the formula would be:

$$\$1,000.00 + ((\$1,000 \times (205.5 - 199.3 = 6.2)/100) = \$1,062.00$$

Requests for price increase must be submitted a minimum of twenty-one (21) days prior to the extension date to the District's representative (the buyer assigned to the solicitation) stating that the Contractor wishes to exercise the right to request consideration of a price increase/decrease based on the change in the index. The request is to include the Contractor's calculation of the change and new price. The District may use the June 2026 index number once it is published to determine the next year's price. If it is approved, the price determined by the District will be the new not-to-exceed price.

Increases may only be allowed once every extension year based on the above requirements. If at the beginning of the extension year the index does not warrant an increase and none is granted by the District, but a significant increase in the index based on inflation occurs during the extension year, the District may grant an increase mid-term. If one is granted, no increase can be allowed for one (1) year from the date of approval by the District.

The District reserves the right to deny a request for an increase if it is determined by the District that the increase is not warranted or is excessive. If this is the case, the District may consider not extending the contract award for the next extension period(s). The Contractor may choose to negotiate the price requested to encourage the District to grant the extension, but at no point will the price be allowed to exceed the index increase based on the approved change.

☐ I certify and affirm compliance.

(Required: Check if applicable)

Payment Terms

No payments shall be made prior to the delivery of the product or service. Texas Government Code § 2251.021 shall govern when payments are due to Vendor. In accordance with Texas Government Code § 2251.021, payments are due to Vendor by LISD within thirty (30) days after the later of the following: (1) the date the LISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the LISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from LISD no later than the tenth (10th) day after the date Vendor receives the payment from LISD. The exceptions to payments made by LISD, and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

☐ I certify and affirm compliance.

(Required: Check if applicable)

5
2

Order Processing - Purchase Orders

The awarded Vendor(s) shall not schedule, order or deliver any product/equipment on behalf of the District, or perform any service for the District, unless a District-issued purchase order has been issued or a District credit card number provided. No orders shall be placed by District personnel without a purchase order. If the Vendor orders any product/equipment on behalf of the District, or provides service to the District, without first receiving an LISD purchase order or credit card number, the District will not be responsible for payment. LISD makes no guarantee or commitment of any kind concerning quantities or services that will be purchased.

☐ I certify and affirm compliance.
(Required: Check if applicable)

5
3

Billing

Leander ISD reserves the right to withhold payment until the ordered item(s) are received in the specified condition, free of defects or damage.

Awarded vendors will be required to accept the District's purchase order. The vendor will not accept an order without a valid District purchase order. All invoices require the following:

1. Itemized list of items delivered to the District with price
2. Leander ISD Purchase Order number
3. Invoice number
4. Date of delivery and delivery address
5. Payment due date

Invoices shall be emailed to Accounts.Payable@LeanderISD.org with a copy emailed to the person who placed the order for the District.

☐ I certify and affirm compliance.
(Required: Check if applicable)

5
4**Delivery Schedule and Lead Time**

The District understands that some products/equipment have long lead times that can change based on unexpected market conditions. The vendor is to provide to the best of their knowledge and understanding of the market, the expected turnaround for delivery for each item based on the date of the purchase order. Each line item included in this solicitation includes an item attribute for this required information. The Vendor is to provide the delivery lead time information in the appropriate field in the "Line Item" tab for each item proposed. Proposals must show the number of calendar days required to place the appliances/equipment in the possession of the District. Failure to specify the lead time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the bid to be disregarded.

Delivery and Acceptance Clause: Vendor shall warrant that all goods furnished are new, unused and in excellent conditions that meet or exceed the specifications, and are free from defects in materials or workmanship. Contractor shall deliver the units to the location provided by the District through a purchase order. The shipping/deliveries shall be freight on board (FOB) to destination, pre-paid and allowed. The product(s) shall be deemed accepted only after inspection and the item(s) found to be free of defect or damage by LISD and documented as such. The Contractor shall be responsible for replacing any defective, damaged, or non-conforming products at no additional cost. Leander ISD will accept no substitutions without prior written approval.

Liquidated Damages for Late Delivery: The Vendor shall deliver all products in accordance with the agreed-upon schedule. For each calendar day that delivery is delayed beyond the specified deadline, the Contractor may be assessed liquidated damages in the amount of \$100 per day, not as a penalty but as a reasonable estimate of the potential cost to the District. If defective, incorrect, or items not meeting specification are delivered, Leander ISD may make the determination, in its sole discretion, to return the good(s) to the vendor at no cost to Leander ISD. The vendor shall be responsible for arranging the return of defective or incorrect good(s). The vendor agrees to pay all shipping and handling costs for any such return shipment. If goods are not picked up within one (1) week after notification, the good(s) will become a donation to Leander ISD for disposition and LISD may order the replacement equipment elsewhere.

The default delivery address is the LISD Warehouse, located at 1900 Cougar Country Drive, Cedar Park, TX 78613, although LISD reserves the right to request delivery to any of their District locations.

☐ I certify and affirm compliance.

(Required: Check if applicable)

5
5**Shipments/Deliveries**

Vendor shall ship/deliver ordered products within ten (10) LISD business days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing by LISD. If a product cannot be shipped/delivered within that time frame, Vendor shall notify LISD of the reasons why the product has not shipped and shall provide an estimated shipping/delivery date, if applicable. LISD may cancel the order if the estimated shipping/delivery time is not acceptable to LISD at its sole discretion. Consistent failure of a Vendor to meet delivery promises without a valid reason is cause for termination of contract. Vendors may be requested to "hot shot" deliver products if failure to deliver ordered products is the fault of the vendor. "Hot shot" deliveries must be handled within a 24-hour period of the original delivery time.

LISD shall have the right to inspect the goods at delivery before accepting them. If defective, incorrect, or items not meeting specification are delivered, LISD may make the determination, in its sole discretion, to return the good(s) to the vendor at no cost to LISD. The vendor shall be responsible for arranging the return of defective or incorrect good(s) including all claims with carriers. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor will be responsible for shipping replacement goods immediately upon notification by LISD. If goods are not picked up within one (1) week after notification, the good(s) will become a donation to LISD for disposition.

☐ I certify and affirm compliance.

(Required: Check if applicable)

5 Shortages**6**

Vendor and/or sales agents acting on the Vendor's behalf shall give 72-hour prior notice to the District of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery. The Vendor must keep the District always informed on the status of the order. Default in promised delivery, without acceptable reason, authorizes the District to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. The District will accept no substitutions without prior written approval.

1. Vendors must notify the District of any known shortages, back orders, out-of-stock items, etc. that could affect the District for any extended period.
2. If Vendor fails to notify the District, the Vendor must deliver a comparable product on the same day of scheduled delivery or next day to prevent any hardship or an inability to meet meal pattern guidelines.
3. Vendors may not substitute a product that does not meet the Buy American Provision. If a non-domestic substitution is made without a 72-hour notice to the District, the Vendor will be considered in breach of the awarded contract and may incur penalties as described in these Terms and Conditions.

☐ I certify and affirm compliance.

(Required: Check if applicable)

5 Tax-Exempt**7**

LISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. LISD shall not be liable for any taxes resulting from this Agreement. Taxes must not be included in the proposal. Tax exemption certificates will be executed by the LISD and furnished upon request.

☐ I certify and affirm compliance.

(Required: Check if applicable)

5 Safety**8**

Vendors, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by LISD and by the Occupational Safety and Health Administration ("OSHA"). All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by LISD. Vendor shall indemnify and hold LISD harmless from all claims, demands, suits, actions, judgements, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

☐ I certify and affirm compliance.

(Required: Check if applicable)

59

Product Substitution

All substitutions require prior written approval by LISD. If applicable, the product substitution request must be accompanied with CN Label or Nutritional Analysis information, and/or other product information. LISD reserves the right to require the Vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The Vendor must contact the qualified ordering entity 72-hours prior to shipment of the approved substitution.

1. If substitutions are made without prior written or verbal approval of the ordering entity, under Uniform Commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the Vendor.
2. Bid pricing for the product substituted will apply to the substitute product unless the substitute product is of a lesser price and/or vendor can prove that reason for substituted product is not their fault.
3. LISD provides all awarded contractors with estimated quantities. Vendors are required to gather forecasted products and quantities from LISD. Failure to properly manage forecasts and order products in a timely fashion to meet the needs of LISD will be considered at fault on the contractors' behalf. It is recommended to forecast a minimum of 4-6 weeks out to ensure proper and timely ordering.
4. Vendors may not substitute a product that does not meet the Buy American Provision. If a non-domestic substitution is made without a 72-hour notice to the LISD, the contractor will be considered in breach of the awarded contract and may incur penalties as described in these Terms and Conditions.

☐ I certify and affirm compliance.

(Required: Check if applicable)

60

Warranties

All goods and/or services provided by the Vendor under this Agreement shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the "FDC Act") for the period during which the vendor's guaranty is effective. Vendor guarantees that no Products shall be classified as hazardous materials subject to Department of Transportation regulations contained in 49 CFR 177.800 – 177.870. If the Vendor /manufacturer's warranty is less than the indicated period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacturer. The District will endeavor to give the vendor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair the District's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by the District. In addition, Vendor warrants all goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.

☐ I certify and affirm compliance.

(Required: Check if applicable)

61

Packaging/Condition

Unless otherwise indicated, items will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. LISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense. If refurbished products are being offered, it must be clearly stated in the proposal.

☐ I certify and affirm compliance.

(Required: Check if applicable)

6
2**Product Recall**

Vendors are required to have, and follow, written Product Recall procedures, which includes a primary and secondary point of contact. If a product recall is instituted on any good that has been furnished and delivered to the District, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the District's Child Nutrition Department (C/O pam.amen @leanderisd.org) and the District's Procurement Department (purchasing@leanderisd.org) by e-mail and in writing and must include all pertinent information relating to the recall. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods. Vendors are required to submit their Recall Procedures to satisfy proposal submission requirements.

☐ I certify and affirm compliance.

(Required: Check if applicable)

6
3**Proposal Contact Information**

The Vendor is to provide the individual that will be considered the point-of-contact for the company's proposal response. The contact information is to include:

- **Contact Name**
- **Title**
- **Phone Number**
- **Email Address**

(Required: Maximum 4000 characters allowed)

6
4**Ordering Contact Information**

Vendor to provide the following information to be included with their contract award information. Please separate the different locations if applicable.

- **Point of Contact Name(s)**
- **Point of Contact Phone Number(s)**
- **Point of Contact Email Address**
- **Address of Available Locations(s)**
- **Ordering Website**
- **Ordering Phone Number**
- **Ordering Email Address**

(Required: Maximum 1000 characters allowed)

6
5

Past Business with Leander ISD

Have you or your company provided goods/services to Leander ISD in the past five (5) years? If yes, please provide information on what your company sold to the District and the name of the point of contact / campus / department. If you have not, state "No".

(Required: Maximum 4000 characters allowed)

6
6

References

It is important that the District work only with vendors that will service the needs and best interest of the District to the best of their abilities. To ensure this, all vendors are required to provide three (3) references of clients that have done business with the vendor's company in the last two (2) years. The references should be familiar with the vendor's work, billing, and post-completion support of the product or services provided. The District reserves the right to ask for additional clients or reject any that are not appropriate to provide information or feedback in the reference process. The information provided in the references is to be complete and up-to-date to be considered. Vendors are encouraged to provide Texas independent school districts when possible. Additional references for the Vendor can be provided as an uploaded document.

Required information for each reference provided:

- Entity / Company name
- Main / Corporate Address / City / State / Zip Code
- Contact name
- Contact phone number
- Contact email address

☐ I certify and affirm compliance.

(Required: Check if applicable)

6
7

Reference #1

Provide the required information for this reference.

(Required: Maximum 4000 characters allowed)

6
8

Reference #2

Provide the required information for this reference.

(Required: Maximum 4000 characters allowed)

69	Reference #3
	Provide the required information for this reference.
(Required: Maximum 4000 characters allowed)	
70	Reference #4 (Optional)
	Provide the required information for this reference.
(Optional: Maximum 4000 characters allowed)	
71	Reference #5 (Optional)
	Provide the required information for this reference.
(Optional: Maximum 4000 characters allowed)	
72	Vendor Information
	Awarded Vendor(s) will be required to complete the Leander Independent School District Vendor Information Form. <input type="checkbox"/> I certify and affirm compliance. (Required: Check if applicable)
73	Certification and Submittal
	<p>This Agreement, the procurement solicitation issued by LISD, and Vendor's proposal submitted in response to LISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. Vendors must comply with all terms and conditions contained in this procurement solicitation. Vendors must comply with all applicable federal, state, county, and local laws concerning the goods and/or services contained in this procurement solicitation.</p> <p>As an authorized representative of the stated company and by electronically submitting a response to this solicitation, I affirm and certify that my company will meet or exceed all requirements stated herein.</p> <p><input type="checkbox"/> I certify and affirm compliance. (Required: Check if applicable)</p>

Bid Lines

2. Installation Services

Please indicate the anticipated installation cost

(Required: Maximum 1000 characters allowed)

3. Removal and Disposal Services

Please indicate the anticipated removal & disposal cost

(Required: Maximum 1000 characters allowed)

2 Ice Maker with Bin at Rouse High School (includes delivery, installation and removal & disposal services)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:

Manufacturer #:

Item Notes:

1. Stainless steel bin.
2. Stainless steel legs.
3. Provide bin adapter kit as required.
4. Provide Luminice II Virus and Bacteria Inhibitor.
5. Provide sizes and quantities as required: Dormont s/s water disconnect from filter to Ice Machine.
6. One (1) pre-filter and water filter sized to manufacturers recommendations. Provide two (2) sets of replacement filters. Mount on wall adjacent to ice machine in an easily accessible location.
7. Coordinate cord and cap with receptacle. Water supply to filter to be hard copper plumbed. 60" long flex hose from filter to ice maker. Interconnection thru water filter to ice machine and final connection by Division 22. Water filter overflow tube to be strapped to back side of ice machine and extend to 1" above floor sink.
8. Remote condenser to be 208 volt single phase. To be located in same spot as existing unit. Provide 2" insulation on refrigerant lines to and from ice maker. Provide all tubing as required for a complete system
9. Provide scope, paddle and holding racks for both
10. Coordinate installation with ceiling grids, adjust as required

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

****Quoted price must be separated out to clearly identify the product cost, delivery cost, installation cost, and removal & disposal cost. Failure to clearly itemize all required pricing components may result in the proposal being deemed non-responsive.**

*****Estimated price is per High School**

Supplier Notes:

Item Attributes

1. Delivery Services

Please indicate the anticipated delivery cost.

(Required: Maximum 1000 characters allowed)

2. Installation Services

Please indicate the anticipated installation cost.

(Required: Maximum 1000 characters allowed)

3. Removal and Disposal Services

Please indicate the anticipated removal & disposal cost.

(Required: Maximum 1000 characters allowed)

3 Ice Machine with Bin at Vandegrift High School (includes delivery, installation and removal & disposal services)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes:

1. Stainless steel bin.
2. Stainless steel legs.
3. Provide bin adapter kit as required.
4. Provide Luminice II Virus and Bacteria Inhibitor.
5. Provide sizes and quantities as required: Dormont s/s water disconnect from filter to Ice Machine.
6. One (1) pre-filter and water filter sized to manufacturers recommendations. Provide two (2) sets of replacement filters. Mount on wall adjacent to ice machine in an easily accessible location.
7. Coordinate cord and cap with receptacle. Water supply to filter to be hard copper plumbed. 60" long flex hose from filter to ice maker. Interconnection thru water filter to ice machine and final connection by Division 22. Water filter overflow tube to be strapped to back side of ice machine and extend to 1" above floor sink.
8. Remote condenser to be 208 volt single phase. To be located in same spot as existing unit. Provide 2" insulation on refrigerant lines to and from ice maker. Provide all tubing as required for a complete system
9. Provide scope, paddle and holding racks for both
10. Coordinate installation with ceiling grids, adjust as required

****Quoted price must be separated out to clearly identify the product cost, delivery cost, installation cost, and removal & disposal cost. Failure to clearly itemize all required pricing components may result in the proposal being deemed non-responsive.**

*****Estimated price is per High School**

Supplier Notes: _____

Item Attributes

1. Delivery Services

Please indicate the anticipated delivery cost.

(Required: Maximum 1000 characters allowed)

2. Installation Services

Please indicate the anticipated installation cost.

(Required: Maximum 1000 characters allowed)

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3. Removal & Disposal Services

Please indicate the anticipated removal & disposal cost

(Required: Maximum 1000 characters allowed)

4 Ice Maker with Bin at Cedar Park High School (includes Delivery Services Only)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:

Manufacturer #:

Item Notes:

1. Stainless steel bin.
2. Stainless steel legs.
3. Provide bin adapter kit as required.
4. Provide Luminice II Virus and Bacteria Inhibitor.
5. Provide sizes and quantities as required: Dormont s/s water disconnect from filter to Ice Machine.
6. One (1) pre-filter and water filter sized to manufacturers recommendations. Provide two (2) sets of replacement filters. Mount on wall adjacent to ice machine in an easily accessible location.
7. Coordinate cord and cap with receptacle. Water supply to filter to be hard copper plumbed. 60" long flex hose from filter to ice maker. Interconnection thru water filter to ice machine and final connection by Division 22. Water filter overflow tube to be strapped to back side of ice machine and extend to 1" above floor sink.
8. 208 volt single phase air cooled ice maker.
9. Provide scope, paddle and holding rack for both.
10. Div. 26 to provide stainless steel disconnect switch.
11. Coordinate installation with ceiling grids, adjust as required.

****LISD will be responsible for all installation, removal and disposal services. Any submission received that includes these services will be deemed overly responsive and will be disqualified. (See Attribute # 7)**

*****Estimated price is per High School**

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

Item Attributes

1. Delivery Services

Please indicate the anticipated delivery cost

(Required: Maximum 1000 characters allowed)

5 Ice Maker with Bin at Tom Glenn High School (includes Delivery Services Only)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:

Manufacturer #:

Item Notes:

1. Stainless steel bin.
2. Stainless steel legs.
3. Provide bin adapter kit as required.
4. Provide Luminice II Virus and Bacteria Inhibitor.
5. Provide sizes and quantities as required: Dormont s/s water disconnect from filter to Ice Machine.
6. One (1) pre-filter and water filter sized to manufacturers recommendations. Provide two (2) sets of replacement filters. Mount on wall adjacent to ice machine in an easily accessible location.
7. Coordinate cord and cap with receptacle. Water supply to filter to be hard copper plumbed. 60" long flex hose from filter to ice maker. Interconnection thru water filter to ice machine and final connection by Division 22. Water filter overflow tube to be strapped to back side of ice machine and extend to 1" above floor sink.
8. Remote condenser to be 208 volt single phase. To be located in same spot as existing unit. Provide 2" insulation on refrigerant lines to and from ice maker. Provide all tubing as required for a complete system.
9. Provide 120 volt single phase connection at Ice maker with bin within kitchen area.
10. Provide scope, paddle and holding racks for both.
11. Coordinate installation with ceiling grids, adjust as required.

****LISD will be responsible for all installation, removal and disposal services. Any submission received that includes these services will deemed overly responsive and will be disqualified. (See Attribute # 7)**

*****Estimated price is per High School**

Supplier Notes:

Item Attributes

1. Delivery Services

Please indicate the anticipated delivery cost.

(Required: Maximum 1000 characters allowed)

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

6 Ice Machine with Bin at Leander High School (includes Delivery Service only)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:	Manitowoc
---------------	-----------

Manufacturer #:	IYF0900C/CVDF0900A/F-1300SG
-----------------	-----------------------------

Item Notes:

1. Stainless steel bin.
2. Stainless steel legs.
3. Provide bin adapter kit as required.
4. Provide Luminice II Virus and Bacteria Inhibitor.
5. Provide sizes and quantities as required: Dormont s/s water disconnect from filter to Ice Machine.
6. One (1) pre-filter and water filter sized to manufacturers recommendations. Provide two (2) sets of replacement filters. Mount on wall adjacent to ice machine in an easily accessible location.
7. Coordinate cord and cap with receptacle. Water supply to filter to be hard copper plumbed. 60" long flex hose from filter to ice maker. Interconnection thru water filter to ice machine and final connection by Division 22. Water filter overflow tube to be strapped to back side of ice machine and extend to 1" above floor sink.
8. Remote condenser to be 208 volt single phase. To be located in same spot as existing unit. Provide 2" insulation on refrigerant lines to and from ice maker. Provide all tubing as required for a complete system
9. Ice maker to be 208 volt three phase, Div. 26 to provide stainless steel disconnect switch.
10. Div. 26 to provide stainless steel disconnect switch
11. Provide scope, paddle and holding racks for both
12. Coordinate installation with ceiling grids, adjust as required

☐ No bid

☐ Alternate specification
(Attach separate sheet)

☐ Additional notes
(Attach separate sheet)

****LISD will be responsible for all installation, removal and disposal services. Any submission received that includes these services will deemed overly responsive and will be disqualified. (See Attribute # 7)**

***Estimated price is per High School

Supplier Notes:

Item Attributes

1. Delivery Services

Please indicate the anticipated delivery cost.

(Required: Maximum 1000 characters allowed)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name _____

Signature _____