



Taylor Independent School District  
Child Nutrition Services Director- Lindsey Gage  
Angelica Cazalas- Child Nutrition Assistant  
3101 N. Main Street, Suite 104, Taylor TX 76574  
Phone (512)352-6361

March 26th 2024

TMS Snack Bar Request for Proposal #13

Attention Bidders:

The Taylor Independent School District will receive a Request for Proposal of the TMS Snack Bar for the 2023-24 School Year.

All proposals will be received until 11:00 AM, April 18<sup>th</sup> 2024. Any proposal received after that time and date will be returned unopened and not considered. The District invites bidders to be present at the opening. Please mail or deliver all proposals to:

Taylor Independent School District  
Lindsey Gage, Child Nutrition Director  
3101 N. Main Street, Suite 104, Taylor TX 76574

Please mark your envelope as follows: **SEALED PROPOSAL –TMS Snack Bar RFP #13; OPEN 11:00 A.M., April 18<sup>th</sup> 2024**. All proposals must be submitted on the "Bid Sheet" provided.

The District reserves the right to reject any and/or all proposals, to make awards as they may appear to be advantageous to the District and to waive all formalities in bidding.

The District will not accept proposals without proper signatures.

This proposal will be approved by the Taylor ISD School Board on April 22<sup>nd</sup> 2024

Your proposal will be appreciated.

**Signature Page**

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

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_ (\_\_\_\_) \_\_\_\_\_ 1-800- \_\_\_\_\_ Fax \_ (\_\_\_\_) \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_

Position with Company \_\_\_\_\_

E-mail Address of Bidder \_\_\_\_\_

Signature of Company Official Authorizing this Bid  
\_\_\_\_\_

Company Official (Print Name) \_\_\_\_\_

Official Position \_\_\_\_\_

**USDA Nondiscrimination Statement (English)**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:** (833) 256-1665 or (202) 690-7442; or
3. **email:** [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

THIS DOCUMENT MUST BE COMPLETED, SIGNED AND RETURNED IN THE SEALED PROPOSAL PACKAGE

\*\*\*\*\* IMPORTANT SUBMITTAL INFORMATION \*\*\*\*\*

Please duplicate the appropriate label and affix to the outside of your sealed bid envelope or sample case/envelope. Vendor's name and return address should be printed on the sealed bid envelope or sample case/envelope.

FOR SEALED PROPOSALS

S E A L E D P R O P O S A L

Taylor ISD Child Nutrition Services

3101 N. Main Street, Suite 104

Taylor TX 76574

**RFP: TMS Snack Bar #13**

**Deadline: Open 11:00 AM April 18th<sup>th</sup> 2024**

**Attn: Lindsey Gage, Child Nutrition Director**

It is your responsibility to meet the submittal requirements. We recommend that you verify the label data with the title page; the latter prevails.

TAYLOR INDEPENDENT SCHOOL DISTRICT

Child Nutrition Services

Lindsey Gage, Child Nutrition Director

3101 N. Main Street, Suite 104, Taylor TX 76574

Phone (512)352-6361

MSE Café Tables RFP #12 Forms Checklist

- Signature page (page 2)
- Check List (page 4)
- Vendor Acknowledgment Forms and Certifications (12 pages)
- Exhibit A (6 Pages)
- Page 25 - 30 – Bid Forms

	Company
	Signature
	Printed Name
	Date

Mandatory Forms For Bid Acceptance Failure To Complete, Sign & Return Will Result In Rejection Of Proposal

General Terms and Conditions for Equipment

1. APPLICABILITY – These conditions are applicable and form a part of the contract documents for each purchase order and a part of the terms of each purchase order for items included in the specifications and bid forms issued herein.

2. PROPOSALS SHALL BE SUBMITTED ON THESE FORMS. Failure to supply all required forms in this packet will prevent the proposal from being considered for award. Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included with the proposal.

3. ALTERNATE - Shall be written on a separate sheet and attached to the proposal form provided. Each alternate must be clearly marked and variance from specifications noted. Please note alternate brands still need to meet size and electrical requirements.

4. RIGHT TO REMEDY Failure to notify TISD Child Nutrition Office of deviations in schedules or quantities will allow TISD the option to purchase product from another source. If a company defaults on any item, the item will be awarded to the next lowest bidder meeting specifications. Any increases in prices that are incurred by TISD to secure these products may be charged to the defaulting company that received the original bid award.

5. TAX EXEMPT - No charge will be allowed for Federal, State, or City taxes for which the Board of Education is exempt. The price shall be net and shall not include the amount of any such tax. Exemption certificate, if required, will be furnished on forms provided by the vendor.

6. FAX or EMAILED PROPOSALS - Will not be accepted.

8. ALL SMALL BUSINESS and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area firms are especially invited to submit Proposals.

9. QUESTIONS concerning this proposal shall be addressed to the Taylor I.S.D. Child Nutrition Department.

- A. Via email: [Lgage@taylorisd.org](mailto:Lgage@taylorisd.org)
- B. Via phone: 512-352-6361 ext 1721

10. PERIOD – Proposals received after the time and date specified, regardless of cause, will not be considered. Such late proposals will be returned to the bidder upon the submission of a written request. PLEASE complete all blanks for each item number. Prices submitted must remain firm for the entire period. Proposals must be submitted in a sealed envelope, plainly marked with bidder's name, product, opening date and time. Proposals received without proper signature will not be accepted. The District reserves the right to waive formalities and irregularities and to accept or reject each item separate or as a whole.

11. PRICES – shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. locations listed. All prices must be typed or written in ink. Proposals written in pencil will not be accepted. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder.

12. WARRANTY CONDITIONS for all products shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.

14. TIMELINE- Need Snack Bar by December 2024 or sooner.

15. EVALUATION OF PROPOSALS – It is not the policy of the Taylor I.S.D. to purchase on the basis of low price alone.

In evaluating proposals submitted, the following considerations will be taken into account: price, quality, suitability for the intended use, probability of continuous availability, vendor's service and date of proposed delivery and placement.

This proposal will be awarded by:

Serving line- Scoring rubric

The Following criteria will be used to award the proposal based on the best value for the District:

- 1. Purchase Price- itemize all equipment cost: 28 points**
- 2. Time line of delivery of items- Amount of time that products can be ordered and installed: 24 points**
- 3. Extent to which the goods/services meet the District's specifications and needs: 24 points**
- 4. Warranty: 24 points**

16. TIE BID – In the case of a tie bid between a local company (in Central Austin Area) and an out-of-town company, the item will be awarded to the local company.

17. SPECIFICATIONS have been developed by the District to show minimal standards as to the usage, materials, and contents based on our needs.

This RFP is both shipping, uncrate, set in place and install, as well as removal and disposal of current snack bar.

Any catalog, brand name or manufacturer's reference used in the bid request is descriptive - not restrictive. It is intended to indicate type and quantity desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, proposal must show manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the proposal. If bidder takes no exception of reference data as specified, the brand names, model, count, etc. specified on the proposal must be bid and furnished.

Alternate brands MUST be approved by the CN Director.

18. PACKAGING – All items must be securely packed in uniform containers, adequately marked as to content, and must be delivered without damage or breakage. Open containers will not be accepted. No charge will be allowed

for cases, boxes, etc., or for freight expense, or cartage. No empty cases or boxes will be returned to the vendor; however, such containers may be removed by the bidder at his own expense

19. DELIVERIES required in this proposal shall be a drop shipment, freight prepaid, F.O.B. destination, location per proposal specifications, Taylor, Texas. Proposal prices shall include all freight and delivery charges.

This RFP is both shipping, uncrate and set in place, install and removal of old snack bar. Please see notes on each item listed below.

Vendors shall keep the district advised of the status of orders, as failure to meet delivery dates may result in removal from the approved bidders list.

All deliveries must be pre-scheduled with the Child Nutrition Office. Deliveries will be accepted between the hours of 7:00 AM and 3:00 PM Monday- Thursday. If Friday is needed please request this with Child Nutrition Director.

20. All equipment is to be received by Child Nutrition/ or vendor, checked for freight damage, and delivered to each individual school as listed.

All required install equipment will be set in place, cleaned and shipping brackets, packing tape and other shipping materials are to be removed.

All crates and boxes are to be removed and disposed of off TISD premises. Vendors are to take into consideration standard interior doorways at each delivery location accessibility, and restrictions. The responsibility of the bidders is to confirm how they will get all equipment into the buildings and set in place.

The install must take place during school hours or the weekends if approved by child nutrition and must be completed by: We would like to receive and install the equipment by December of 2024.

21. NONPERFORMANCE OF CONTRACT - The District reserves the right to cancel the entire contract with a ten (10) day notice in the event:

- A. Any item is not delivered according to the specifications and/or bid price
- B. Delivery is not made within the specified time period.
- C. Product quality is not acceptable.

22. QUANTITIES REQUIRED are substantially correct. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder.

23. Protest Procedures – GF local Public Complaints, see Exhibit A.

**Taylor Independent School District  
Vendor Add Request**

**Request from -** THS TMS MSI THJ NPE TOC MAINT TRANS CO EWCC LECHS

**Procurement Category –** List Procurement Category numbers that apply here

1 Activity Fund Supplies	27 Dance/Cheerleading	54 Newspaper/advertising
2 AC/Refrigeration/Heating Parts & Svc	28 Electrical supplies/repair	55 Office equip/maint/supplies
3 Alarm maint	29 Equip/Storage Building Rental	56 Office furniture
4 Architectural Services	30 Facility/Entertainment Rental	57 Office supplies
5 Art Supplies & Equip	31 Counseling & Guidance supplies	58 Paint supplies/services
6 Fitness/healthcare/nurses supplies	33 Fire Alarm/Sprinkler System	60 Permits/fees/dues
7 Athletic Officials	34 Florist	61 Photography
8 Athletic supplies/equip/uniforms	35 Freight	62 Plumbing supplies/services
9 Playground/gym equip & supp	36 Fuel & Oil	63 Postage machines/supplies
10 Audio/Video equip/supplies	37 Fundraising	64 Gov Entities schools & colleges
11 Automotive/Bus parts/supplies/services	38 Furniture: classroom cafe library	65 Printing/Digital imaging services
12 Awards trophies medals emblems	39 General maint supplies/repair	66 Promotional materials/t-shirts/pens
13 Band/Choir/Music supp/equip/uniforms	40 Grocery/Water/Ice	67 Radio/Telephone/Cell phone equip
14 Books	41 Grounds equip/ supplies/repair	68 Registrations: Workshops, conference, convention
15 Building materials/supplies/service	42 Hotel accommodations/parking	69 Restaurants/Catering service
16 Bus/Transportation Service	44 Instructional materials/textbooks	72 Signs/posters/banners suppl/serv
17 Cabling/Networking supplies/services	45 Insurance	73 Site licenses for software/renewals
19 Classroom supplies & equipment	46 Kitchen - Equipment	74 Specialized serv/cleaning, repair
20 Computer accessories/supplies	47 Kitchen - Food	75 Stu tourney/competition fees/trav
21 Computer hware/ supp/equip/serv	48 Kitchen - Supplies	76 Telephone services/supplies
22 Contract Services	49 Law Firm Services	77 Testing materials/fees
23 Consulting Services	50 Library books/services/supplies	79 Uniforms/maint/custodial
24 Copiers/printers supplies/service	51 Mag & newspaper subscriptions	80 Utilities
25 Costume or Apparel Rental	52 Membership Dues	81 Vehicle rental
26 Custodial supplies/equip/services	53 Security supplies/equip/serv	

**VENDOR PAYMENT INFORMATION**

Individual/Sole Proprietor    Partnership    C Corporation    S Corporation   Other: \_\_\_\_\_

**Remit to Vendor Name:** \_\_\_\_\_  
(Name that should appear on remittance check)

**Vendor name (per IRS):** \_\_\_\_\_  
(Name that appears on Income Tax records)

**Payment Mailing Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-mail Address or Website:** \_\_\_\_\_

**VENDOR ORDER INFORMATION**

**Order Mailing Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Order Fax Number:** \_\_\_\_\_

**TAYLOR INDEPENDENT SCHOOL DISTRICT  
2021-2022 VENDOR EDGAR CERTIFICATION FORMS**

**VENDORS: To be added as a vendor for Taylor ISD, it is important that every section be reviewed, completed, signed and/or initialed, and dated, if applicable whether the section applies to you or not. Your signature or initials only indicate you've read and agree that IF the section applies, you are in compliance.**

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**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

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**As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when federal funds are expended by Taylor ISD, Taylor ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event



Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Taylor ISD also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if Taylor ISD believes, in its sole discretion that it is in the best interest of Taylor ISD to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Taylor ISD as of the termination date if the contract is terminated for convenience of Taylor ISD. Any award under this procurement process is not exclusive and Taylor ISD reserves the right to purchase goods and services from other Vendors when it is in the best interest of Taylor ISD.

Does Vendor agree to abide by the above? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (C) above, when federal funds are expended by Taylor ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H)** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded

by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.334**

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When federal funds are expended by Taylor 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 § 200.334. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of five years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION REGARDING AIDING AND ABETTING SEXUAL ABUSE  
[ 20 USC 7926]**

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Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of TISD or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS &  
BOYCOTTING OF ISRAEL**  
**[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]**

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Vendor hereby certifies that it is 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. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION REGARDING FELONY CONVICTION**  
**[Texas Education Code, Section 44.034(a)(b)(c)]**

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The Texas Education Code, Section 44.034(a) states that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony.

Furthermore, Section 44.034(b) states that a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Lastly, Section 44.0347(c) states that this section does not apply to publicly held corporations.

My firm is a publicly held corporation; therefore, this requirement is not applicable.  Initials of Authorized Representative of Vendor

My firm is not owned nor operated by anyone who has been convicted of a felony.  Initials of Authorized Representative of Vendor

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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

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

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

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

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**CONFIRMATION OF VENDOR’S RESPONSIBILITY TO VET  
EMPLOYEES, AGENTS AND SUBCONTRACTORS**  
**AUTHORIZATION FOR CRIMINAL HISTORY CHECK**

[TEXAS EDUCATION CODE SECTION 22.083]

Contractor shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Contractor will obtain and certify in writing, before work begins, and at least annually, that the contractor has received all criminal history record information that relates to an employee, applicant, agent or subcontractor or the contractor or a subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on TISD's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received a deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from TISD's property or other location where students are regularly present. TISD shall determine what constitutes "moral turpitude" or a location where students are regularly present".

Contractor or subcontractors may not work on TISD property when they have been convicted, received probation or deferred adjudication for the following offenses:

1. Any sex offense
2. Any other offense (felony or other) TISD believes might compromise the safety of students, employees or property.

Does Vendor agree? YES  \_\_\_\_\_ Initials of Authorized Representative of Vendor

***IF NOT PERFORMING SERVICES WHERE STUDENTS ARE REGULARLY PRESENT, SKIP THE SECTION BELOW AND CONTINUE ON PAGE 9***

The Texas Education Code Section 22.083 authorizes the District to obtain criminal history information on an employee of, or applicant for employment by, a person that contracts with the District to provide services if: the employee or applicant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The information requested below is necessary to obtain criminal history record information (please print)

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

Campus/Department Originating Contract: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I hereby authorize the District to obtain from any law enforcement agency or criminal justice agency all criminal history record information that relates to me.

Note to Contractors: Any information provided will not be used to determine eligibility for award of a contract but will be used solely for the purpose of obtaining criminal history record information.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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**Vendor agrees to comply with all Federal, State, and Local Laws, Rules, Regulations and Ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all Provisions, Laws, Acts, Regulations, etc. as specifically noted above and in preceding pages of this document which include the following:**

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- ✓ Certification – Compliance with Texas Family Code
- ✓ Certification – Contract Provisions A – I
- ✓ Certification – Record Retention
- ✓ Certification – EPA Regulations for > \$100,000
- ✓ Certification – Compliance with the Energy Policy and Conservation Act
- ✓ Certification – Compliance with Buy America Provisions
- ✓ Certification – Non- Collusion
- ✓ Certification – Aiding and Abetting Sexual Abuse
- ✓ Certification – No association with Terroristic Organizations or Organizations that Boycott Israel.
- ✓ Certification – Felony Conviction
- ✓ Certification – Vendor/Contractor validates employees, agents and subcontractors with background checks
- ✓ Authorization - Criminal History Check for individuals working where students are regularly present.

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

**BUSINESS OFFICE (INTERNAL REVIEW):**

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

- Comptroller Boycott list reviewed, printed and attached (Req by STATE/FED)

<https://comptroller.texas.gov/purchasing/programs/Vendor-performance-tracking/debarred-Vendors.php>

- Comptroller Debarment list reviewed, printed and attached (Req by STATE/FED)

<https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

- Debarment list reviewed, printed and attached (Req by FED)

- Add Vendor Name and date signed to page 1, top right

- Scan to vendor file and name "DATE SIGNED - EDGAR - VENDOR NAME"

- Add Procurement type *EDGAR...* in TEAMS

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

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

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



**Complaints**

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

**Other Complaint Processes**

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Guiding Principles**

**Informal Process**

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

**Formal Process**

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

**Filing**

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and  
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

**Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

**Level Three**

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.



THIS DOCUMENT MUST BE COMPLETED, SIGNED AND RETURNED IN SEALED PROPOSAL PACKAGE

Taylor Independent School District  
 Child Nutrition Director- Lindsey Gage  
 3101 N. Main Street, Suite 104, Taylor TX 76574  
 Phone (512)352-6361  
 TMS Snack Bar RFP #13

Contract will be awarded by Scoring Rubric –

Vendors do have to bid on all items.

Delivery of these items will be coordinated with the TISD Child Nutrition Director/ Assistant. Must be onsite buy December 2024 or sooner.

Install location for both items: Main Street Elementary 3101 North Main Street Taylor, TX 76574, USA

Item #1: Counter Craft Snack Bar (see attached spec sheet)

Approved Brand: Counter Craft - or comparable brand

Model No.: All items listed in the attached Spec sheet

Quantity: 1

Unit Price	\$	Shipping/ Freight cost	\$
Install cost	\$	Total Cost	\$

	No BID for item #1
	Additional Notes (attach separate sheet)

Please see the attached Specifications sheet for more information.

**Final Scoring Chart**

Category	Follow up	Bidder Answer's	District Use Only
<b>Purchase Price</b>	Total of all items Bid on.		
<b>Time line of install</b>	Estimated date?		
<b>Meet District Criteria</b>	Did you use an approved brand?		
<b>Warranty</b>	What is the warranty of product? Factory or additional?		

*"High Quality Custom Built Serving Counters"*

**Date:** March 25, 2024

**FROM:** Sales Department

Consultant	Manufacturer Rep	Project Name
No FSC	Equipment Preference Inc	Taylor MS - Snack Bar

Item #	Qty	Description
1	1	<p><b>Front Serving Counter - Modular</b> CounterCraft Model No. SCSL-132-MOD</p> <p>One (1) CounterCraft (UL certified) modular base counter with enclosed shelving compartments at operator's side</p> <ul style="list-style-type: none"> <li>- Custom stainless steel rear apron for mounting equipment control panels (drop-in equipment).</li> <li>- All equipment control to be Touchscreen digital controls powered by Duke Sous Chef Technology. Controls to include Wi-Fi and Bluetooth Mesh connectivity. All compatible appliances controllable from the touchscreen and/or the Duke Mobile application.</li> <li>- Countertop to be 14-gauge #304 Stainless steel top with 2" turn down at all free sides. Extend top to act as a rest.</li> <li>- Tops to be at 32" a.f.f</li> <li>- Counter front to have Decorative, premium laminate removed counter front panels, Color to be confirmed by district.</li> <li>- LED Décor counter front downlighting. Provide an on/off switch near the cashier.</li> <li>- Counter body to be constructed using fully welded 1.5" x 1.5" x 1/8" galvanized angle iron. All internal welds to be ground smooth and sprayed with silver enamel paint.</li> <li>- All cut-outs to be completely framed below with angle iron to properly support drop-in equipment.</li> <li>- Apply 1/2" sound deadening tape to top of angle iron frame between countertop.</li> <li>- Counter body frame to be fully housed in #304 stainless-steel.</li> <li>- All visible stainless to be fully re-grained for a consistent appearance. All stainless turn downs to be radius.</li> <li>- Provide stainless-steel perforated removable panels at condensers at operator's side</li> <li>- All rear shelving compartments to have coved corners.</li> <li>- Custom UL certified breaker panels wired to single cord and plug.</li> <li>- Electrical to be located in electrical flex conduit.</li> <li>- All equipment controls to mounted in the counter apron.</li> <li>- One (1) each CounterCraft Food Guard, Model BGA-1 with LED lights and Heat Lamp Combo.</li> <li>- One (1) Hot Cold Freeze food well, Dry only operations, Duke model HCF-4 Dry operation.</li> <li>- Provide electrical outlet for KEC provided RPI merchandiser. KEC to confirm with CounterCraft electrical, installation and dimensions.</li> <li>- One (1) Cashier Stations with locking utility drawers. Below cashier station to be fully enclosed</li> <li>- Counter to rest on 6" casters with brakes and have a self-leveling s/s customer facing kick plate.</li> </ul> <p>EXCLUDED: One (1) RPI VICD2-27-R-SQ-SC-SD</p>

Item #	Qty	Description
2	1	<p><b>Side Serving Counter - Modular</b> CounterCraft Model No. SCSL-72-MOD</p> <p>One (1) CounterCraft (UL certified) modular base counter with enclosed shelving compartments at operator's side</p> <ul style="list-style-type: none"> <li>- Countertop to be 14-gauge #304 Stainless steel top with 2" turn down at all free sides. Extend top to act as a rest.</li> <li>- Tops to be at 32" a.f.f</li> <li>- Counter front to have Decorative, premium laminate removed counter front panels, Color to be confirmed by district.</li> <li>- LED Décor counter front downlighting. Provide an on/off switch near the cashier.</li> <li>- Counter body to be constructed using fully welded 1.5" x 1.5" x 1/8" galvanized angle iron. All internal welds to be ground smooth and sprayed with silver enamel paint.</li> <li>- Apply 1/2" sound deadening tape to top of angle iron frame between countertop.</li> <li>- Counter body frame to be fully housed in #304 stainless-steel.</li> <li>- All visible stainless to be fully re-grained for a consistent appearance. All stainless turn downs to be radius.</li> <li>- All rear shelving compartments to have coved corners.</li> <li>- Counter to rest on 6" casters with brakes and have a self-leveling s/s customer facing kick plate.</li> </ul>
3	1	<p><b>Back Counter - Modular</b> CounterCraft Model No. BCSL-120-MOD</p> <p>One (1) CounterCraft (UL certified) modular base counter with enclosed shelving compartments at operator's side</p> <ul style="list-style-type: none"> <li>- Countertop to be 14-gauge #304 Stainless steel top with 2" turn down at all free sides. Extend top to act as a rest.</li> <li>- Tops to be at 32" a.f.f</li> <li>- Counter front to have laminate matching doors with pulls and hinges.</li> <li>- Counter body to be constructed using fully welded 1.5" x 1.5" x 1/8" galvanized angle iron. All internal welds to be ground smooth and sprayed with silver enamel paint.</li> <li>- Apply 1/2" sound deadening tape to top of angle iron frame between countertop.</li> <li>- Counter body frame to be fully housed in #304 stainless-steel.</li> <li>- All visible stainless to be fully re-grained for a consistent appearance. All stainless turn downs to be radius.</li> <li>- All rear shelving compartments to have coved corners.</li> <li>- Counter to rest on 6" casters with brakes and have a self-leveling s/s customer facing kick plate.</li> </ul>
4	1	<p><b>Back Counter - Modular</b> CounterCraft Model No. BCSL-120-MOD</p> <p>One (1) CounterCraft (UL certified) modular base counter with enclosed shelving compartments at operator's side</p> <ul style="list-style-type: none"> <li>- Countertop to be 14-gauge #304 Stainless steel top with 2" turn down at all free sides. Extend top to act as a rest.</li> <li>- Tops to be at 32" a.f.f</li> <li>- Counter front to have laminate matching doors with pulls and hinges.</li> <li>- Counter body to be constructed using fully welded 1.5" x 1.5" x 1/8" galvanized angle iron. All internal welds to be ground smooth and sprayed with silver enamel paint.</li> <li>- Apply 1/2" sound deadening tape to top of angle iron frame between countertop.</li> <li>- Counter body frame to be fully housed in #304 stainless-steel.</li> <li>- All visible stainless to be fully re-grained for a consistent appearance. All stainless turn downs to be radius.</li> </ul>

*Specifications for Taylor MS - Snack Bar*

Item #	Qty	Description
		<ul style="list-style-type: none"> <li>- All rear shelving compartments to have covered corners.</li> <li>- Counter to rest on 6" casters with brakes and have a self-leveling s/s customer facing kick plate.</li> </ul>
5	1	Silver King Mobile Freezer SKF15-ELUS1
DOSA	1	<p><b>Delivery and Assembly</b> CounterCraft Model No. D/I</p> <p>CounterCraft will deliver all quoted items to the jobsite, bring all items inside the building, and set them in place.</p> <ul style="list-style-type: none"> <li>- Complete all field welds and joints and level all items.</li> <li>- Complete all final assembly of components, install drop-ins and food guards.</li> <li>- Perform final start-up of serving line.</li> <li>- One (1) CounterCraft site-visit prior to fabrication to verify actual field dimensions.</li> </ul> <p>* KEC is responsible for coordinating onsite dates including site dimension date, install date and final start-up date.</p> <p>* Buyer is responsible for: Electrical, plumbing, refrigeration, permits, and ensuring all utilities are proper size and location.</p> <p>* Final utility (plumbing / electrical) connections not by CounterCraft.</p> <p>* Removal, disposal, or modification of existing equipment is not by CounterCraft</p>

**CounterCraft**



## Features

### **Eco-Friendly Refrigerant**

R290 refrigerant with a global warming potential (GWP) of 3

### **Crew-Proof Construction**

Stainless steel exterior, galvanized bottom to reduce the risk of corrosion, and heavy-duty soft casters

### **Insulated Lids**

Removable, hinged front and back lids for easy access

### **Cabinet Capacity**

Maximized interior storage area of 2.45 cubic feet

### **Mobility**

3" heavy-duty soft casters plus a sleek design allow for easy movement around the kitchen

### **Easy to Clean**

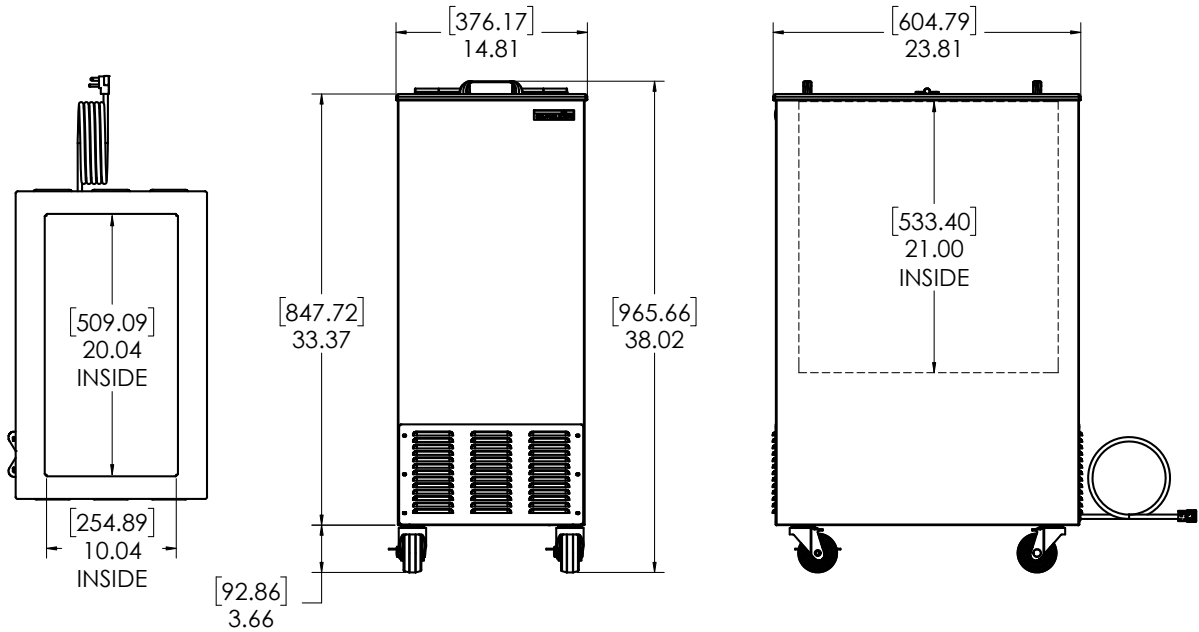
Stainless steel interior with coved corners, finished edges, plus removable cover and top section

### **High-Density Insulation**

Foamed-in-place, CFC-free polyurethane insulation for maximum strength, rigidity, and insulation

### **Cold Wall Refrigeration System**

Optimized temperature control thanks to the cold wall refrigeration and top access



## Technical Specifications

<b>Electrical Requirements</b>	115v/60hz/1ph/2.1A/NEMA 5-15P Plug
<b>Product Dimensions</b>	14.81"W x 38.02"H x 23.81"D (37.62cm x 96.57cm x 60.48cm)
<b>Product Weight</b>	110lbs (49.90kg)
<b>Shipping Dimensions</b>	28"W x 42"H x 20"D (71.12cm x 106.68cm x 50.80cm)
<b>Shipping Weight</b>	125lbs (56.70kg)
<b>Shipping Cubic Dimensions</b>	13.61ft <sup>3</sup> (0.39m <sup>3</sup> )
<b>Temperature Range</b>	-5 to 5°F (-20.6 to -15°C)
<b>Refrigerant</b>	R290
<b>Insulation</b>	Foamed-in-place, CFC-free polyurethane

<b>Exterior Construction</b>	Stainless steel exterior with galvanized bottom
<b>Interior Construction</b>	Stainless steel interior with coved corners and finished edges
<b>Lids</b>	Front and back, insulated, hinged, removable
<b>Internal Capacity</b>	2.45ft <sup>3</sup>
<b>Casters</b>	Four (4) 3" heavy-duty soft casters (two locking)
<b>Certifications</b>	ETL SAFETY, ETL SANITATION
<b>Warranty</b>	1-year parts and labor, 5-year compressor (part only)

Model Number	Description
SKFI15-ELUS1	Mobile freezer 15", 115v/60hz/1ph, insulated hinged lids, 3" heavy-duty soft casters (two locking), NEMA 5-15P

To learn more about **Silver King Mobile Freezer**, visit [silverking.com](http://silverking.com)