

REQUEST FOR PROPOSAL

SOFT DRINK VENDING

NOTICE TO OFFERORS:

The Marshall Independent School District (MISD) is soliciting proposals for Soft Drink Vending services per the specifications stated elsewhere in this solicitation document. Sealed proposals marked **MISD Soft Drink Vending** are to be submitted to:

Chief Financial Officer
Marshall ISD
1305 E. Pinecrest Dr., Room 219
Marshall, TX 75670

Physical Location
1305 E. Pinecrest Dr., Room 219
Marshall, TX 75670

FEDEX/UPS Shipping Address
1305 E. Pinecrest Dr., Room 219
Marshall, TX 75670

Proposals will be received at the above addresses until **2:00 p.m. July 6, 2017**. All proposals shall be opened as soon after the proposal deadline as is reasonably practicable. Sealed proposals shall be submitted in an envelope marked on the outside with the offeror's name and address and marked **MISD Soft Drink Vending**.

Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the RFP. MISD will not be responsible for delivering mail from the post office. Proposals received after the published time and date cannot be considered. **FAXED or EMAILED proposals will not be accepted.**

Offerors must submit sealed proposals in the form of the executed Proposal Form together with any material required by any addendum to this RFP by the time and date specified. All proposals must remain open for ninety (90) days from the proposal date pending acceptance by MISD. The new vending contract will become effective upon board approval and proper notification to current vendor.

The following information **must be provided** along with any other information that you feel would be of benefit to your proposal.

Name of Company: _____

_____ **Certificates of Insurance as outlined in Section 3, Pages 10 and 11.**

_____ **Proposal Form (Page 16). Complete and return.**

_____ **Contract Incentives (Page 17). Complete and return.**

_____ **Cost Proposal for Concession Products (Page 18). Complete and return.**

_____ **Listing of Available Products (Page 19). Complete and return.**

_____ **References (Page 20). Complete and return.**

_____ **Affidavit (Page 21). Complete and return.**

_____ **Felony Conviction Notice (Page 22). Complete and return.**

_____ **RFP Document and Addendum (Page 23). Complete and return.**

_____ **No bid at this time, please keep my company on your bid list.**

**MARSHALL INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS
Soft Drink Vending**

Invitation

You are hereby invited by the Marshall Independent School District (MISD) to submit a proposal to act as the school district's soft drink vending machine operator. Proposals are to be mailed to:

Chief Financial Officer
Marshall Independent School District
1305 E. Pinecrest Drive, Room 219
Marshall, TX 75670

PLEASE SEE NOTICE TO OFFERORS FOR ADDITIONAL DELIVERY ADDRESSES. The specific proposals and their contents will not be revealed as the school district reserves its right to evaluate and negotiate with each respondent before a final decision is made. Once a recommendation to the Board of Trustees is prepared, the information contained in each proposal will become available for the public and competing entities to review.

Scope of Project

The school district desires to establish a five (5) year exclusive contract with a major soft drink vendor. The intent of this contract is to maximize the profits made at all locations while obtaining the maximum "up-front" benefit for the district as a whole. It is the intention of MISD to award exclusive rights to vend and advertise non-alcoholic, carbonated and non-carbonated beverages, bottled water, tea, and juice products to the district as allowed by the state and federal nutrition regulations.

The term of this agreement will be mutually agreed upon. The contract period will be for a five (5) year period. All existing facilities including campuses and other auxiliary buildings will be included in the agreement with the exception of the MISD food services department.

Instruction

1. The enclosed **Proposal Response Form** shall be utilized to record and submit your proposal. This document and all other required information/documentation must be submitted within a sealed envelope clearly marked on the exterior with **MISD Soft Drink Vending.**
2. MISD reserves the right to negotiate, accept, or reject any and/or all proposals and to waive informalities or technicalities if deemed to be the best value to the school district.
3. Questions regarding this project may be addressed to Kristin Byrd, CPA, Chief Financial Officer. All questions should be in writing and e-mailed to byrdk@marshall.com.
4. Those entities desiring to submit a proposal are cautioned to read this Request for

Proposal (“RFP”) carefully, to complete all entries, and submit all documents or information requested. Failure to do so may result in non-consideration of the proposal.

5. The respondent is responsible for the delivery of the proposal to the proper location, at the time and date specified above. The school district will not accept any proposal delivered after the time and date set. Faxed and emailed proposals will not be accepted.
6. The administration of MISD will recommend which proposal to accept, in whole or in part, to the school district’s board of trustees during a regular meeting.
7. Any entity doing business with a public school district must give notice to the school district if a person, owner, or operator of the business enterprise has been convicted of a felony. This will include the date and details of the conviction. The school district will terminate any agreement if it determines that notice was not given or that the conduct resulting in the felony conviction is misrepresented to the school district.
8. The school district is a governmental entity exempt from taxation under the Sales Tax and Use Tax Laws and thus the respondent shall not include taxes in its fee schedule. Do not include tax in your totals. If it is determined that tax was included, it will not be included in the tabulation of any awards. A tax exemption certificate will be furnished upon request.

SECTION 1 - GENERAL

- 1.1 Marshall Independent School District (MISD) is soliciting proposals in order to enter into an **exclusive** contract with a major soft drink vendor. The intent of this contract is to maximize the profits made at all locations while obtaining the maximum “up-front” benefit for the district as a whole. It is the intention of MISD to award exclusive rights to vend and advertise non-alcoholic, carbonated and non-carbonated beverages, bottled water, tea, and juice products to the district.

The District currently has one (1) high school (9th-12th), one (1) junior high school (6th-8th), (4) elementary schools and one (1) primary school (PK-K). The MISD has approximately 5,400 students and 797 employees.

- 1.2 The district will award exclusive soft drink rights to the company or companies providing the best overall proposal for each vending service separately, based on a combination of “up-front” money, competitive commissions and full service operations. Monthly commissions are intended for individual campuses, and “up-front” money for district use.
- 1.3 Listing of current equipment can be found in Appendix A.
- 1.4 Concessions for sports events will be included in the award of this contract. Child nutrition facilities are not included.

SECTION 2 - TERMS AND CONDITIONS

- 2.1 The term of this agreement will be mutually agreed upon. The contract period will be for a five (5) year period, commencing on or about August 1, 2017. All existing facilities including campuses, other auxiliary buildings for special events will be included in the agreement. In addition, any new facilities completed during term of the agreement will be automatically included.
- 2.2 Agreement can be canceled by the MISD for non-performance by the soft drink vendor.
- 2.3 Concession items may be considered in this proposal however MISD reserves the right to exclude Concessions items from the final contract of the soft drink vending, for any reason. If Concessions items are included in the final agreement, such items will **not** be sold on a commission basis by the awarded vendor. Such items will be purchased by MISD Concessions for resale. To be considered, the proposer must complete the Cost Proposal for Concessions Products.
- 2.4 Agreement will include full service operations, with commissions and prices to remain competitive throughout the term of the agreement.
- 2.5 It is to be understood that the vendor, if awarded an order or contract, agrees to protect, defend and hold harmless the Marshall Independent School District from any suits and demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture and/or construction or form a part of the work covered by either order or contract; and vendor further agrees to indemnify and hold harmless the Marshall Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.
- 2.6 In the event that the district needs other beverages to be sold which cannot be supplied by the soft drink vendor due to packaging and/or statutory mandates, the district shall have the right to purchase these beverages from other sources.
- 2.7 Vendors' authorized representatives shall be granted reasonable access to facilities where its vending machines are located for maintenance, service, or removal of such equipment.
- 2.8 Vendor may not assign or transfer this agreement nor its rights and privileges granted under this agreement, either in whole or part, without written consent of MISD.
- 2.9 MISD reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the proposal to serve the best interest of the MISD.
- 2.10 All items and service must conform to all appropriate local, state, and federal law, ordinances and regulations.

- 2.11 It is not policy of the district to purchase on the basis of lowest prices alone. The factors used to evaluate the qualified proposals may include, but not be limited to, the following:
 - 2.11.1. Price and commission paid
 - 2.11.2. Probability of continuous availability
 - 2.11.3. Vendor's service, delivery and sales representation and capabilities
 - 2.11.4. Proposed Contract Incentives
 - 2.11.5. Customer preference
 - 2.11.6. Overall quality and value to the district
 - 2.11.7. Suitability for the intended purpose
 - 2.11.8. Service history.
- 2.12. The award of contract, if made by MISD, will be made in accordance with the following procedures:
 - 2.12.1. If the proposal of the apparently successful proposer is within an acceptable range, MISD may either enter into a contract with the apparently successful proposer at the prices set forth in his/her proposal, or enter into negotiations with the apparently successful proposal, at MISD's option.
 - 2.12.2. If the proposal of the apparently successful proposer is not within an acceptable range, or if MISD is unable to negotiate to its satisfaction, MISD, at its option, may then enter into a contract or negotiations with the second highest ranking proposer in the evaluation.
- 2.13. Should either party breach any of the terms or provisions of this Agreement, and such breach is not cured within thirty (30) days after written notice is sent by the non-breaching party, the non-breaching party shall have the option of terminating this Agreement prior to the expiration of the initial term, or, by giving the breaching party thirty (30) days written notice. If this Agreement is terminated by the non-breaching party pursuant to this paragraph, then the non-breaching party is relieved of any further contractual obligation under this Agreement, financial or otherwise.
- 2.14. If the District terminates this Agreement for any reason other than Provider's failure to cure a breach after written notice or if the District fails to cure a breach after written notice (as described in the preceding paragraph), then Provider's exclusive remedy shall be that the District will repay Provider on a pro rated basis any funding paid by Provider under this Agreement, for the contract year in which the termination occurs. If Provider terminates this Agreement for any reason other than the District's failure to cure a breach after written notice or if Provider fails to cure a breach after written notice (as described in the preceding paragraph), then the District retains, without limitation, all statutory or common law remedies. Should Provider fail to properly service the equipment during the term of this Agreement, the District must notify Provider in writing of the problem as described in the preceding paragraphs.

- 2.15. Any existing vending contract MISD may have shall be made whole, or exist till the end of its term with no extension options.
- 2.16. All vendors must execute and return the “Affidavit of Non-Collusion”, “RFP Document and Addendum” and “Felony Conviction Notice” enclosed herewith for their proposal to be considered.
- 2.17. Written responses to this proposal request other than the original proposal form must show all information requested.
- 2.18. MISD may not be liable for non-funding of a contract caused through no fault of its own.
- 2.19. **New vending equipment** will be installed and ready for service prior to August , 2017.
- 2.20. Upon termination of this agreement, the successful vendor will remove his equipment and surrender the premises in a condition as good as when received, except for ordinary wear and use. All monies due to the district must be paid in full before any equipment is removed from the school premises.
- 2.21. The district will not be responsible for any services performed without its authorization signed by an authorized agent and/or proper authorization from the Chief Financial Officer.
- 2.22. Monthly commissions are to be received in one payment on or before the tenth(10th) of the month or another date as agreed upon by both parties prior to commencement of the contract. Vendor contact person shall deliver to the Business Office the payment, supporting reports on sales information per machine, total sales and a list of verified refunds. Commission reports should list by school and machine.
- 2.23. If at any time the contractor fails to fulfill or abide by the commission conditions specified by the contract:
 - 2.23.1. An administrative penalty may be charged to the vendor for each day a monthly Commission is late.
 - 2.23.2. Additionally, the district may cancel this contract within thirty (30) days of a written notification of intent if delivery of commission payment is consistently late.
- 2.24. MISD reserves the right to audit all records related to gross receipts at any time during the life of this contract and shall have free and immediate access to all records of the vendor for this purpose. These records include information stored on computer.
- 2.25. MISD shall be furnished a key to all machines in the district and shall have the right and authority to open machines at any time for audit purposes.

- 2.26. One district employee and one alternate will be designated by the district at each location to handle lost money, change, etc. from sales. This person shall be given adequate change (based on the number of machines at that location) for this purpose.
- 2.27. The original machine/fill sheet shall be left with a designated person at each facility each time machines are serviced. At a minimum, the following information shall be on the machine/fill sheet: meter reading of machine, amount of product replaced, date and machine identification.
- 2.28. Reports listing gross money collected from machines shall be provided on a monthly basis. These records must be in the Business Office by the 10th of each month along with the commission check.
- 2.29. During the terms and conditions of this contract, the vendor and his designated representative will be responsible to and accountable to the MISD Business Office unless otherwise designated by the district.
- 2.30. Delivery and set up shall be agreed upon by the district and the successful vendor prior to implementation of this contract.
- 2.31. All machines and products shall be evaluated and approved by MISD prior to installation. Service shall be monitored periodically by authorized district personnel.
- 2.32. The vendor shall remain the sole owner of all vending machines and selected equipment and shall make all necessary repairs to the equipment installed.
 - 2.32.1. Vendor shall supply the Business Office with a list of all vending equipment, including type of machine and equipment I.D.
 - 2.32.2. MISD will provide the necessary water and electrical hook-ups required for each piece of equipment.
- 2.33. Until a contract resulting from this RFP is executed, no employee, agent or representative of any proposer shall make available or discuss its proposal with the press, any elected official or appointed official or officer of MISD, or any employee, agent, or other representative of MISD, unless specifically allowed to do so in this RFP or in writing by MISD for the purposes of clarification, evaluation and/or negotiation.
- 2.34. Any actual or prospective proposer showing a substantial economic interest in this contract, who is aggrieved in connection with the solicitation or award of this contract, may protest to MISD in accordance with the procedures set forth herein. Protests based on the specifications or other terms in this proposal document which are apparent prior to the date established for submittal of proposals shall be submitted no later than seven (7) calendar days prior to said date. Protests based on other circumstances shall be submitted no later than fifteen (15) calendar days after MISD's notice of intent to award a contract; provided, however, that in no event shall a protest be considered after the award of this

contract. In order to be considered, the protest shall be submitted in writing and shall include:

- a. The name and address of the aggrieved person.
- b. The proposal title.
- c. The specific grounds of the protest and any supporting documentation.
- d. The specific ruling or relief requested.

The written protest shall be addressed to the Superintendent of Schools. MISD will respond in writing to the protest. The decision of MISD shall be final and conclusive.

- 2.35. This document and any written amendments, modifications, or alterations thereto attached, signed and acknowledged by each party to the board meeting, governs the relationship between the entities and represents that entire agreement between the parties, superseding any prior understanding or written or oral agreements between the parties.
- 2.36. No further amendment, addendum or modification shall be accepted after the deadline for submitting the proposal has been reached. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the published opening.
- 2.37. Nothing contained in this RFP constitutes a waiver of the rights and remedies at law afforded either party.
- 2.38. If, any one or more of the provisions contained within the final accepted document are for any reason held invalid, illegal, or unenforceable, such shall not affect any other provision and shall be construed as if it had never been contained within the final document.
- 2.39. The Agreement shall be subject to and governed by the laws of the State of Texas. This Agreement is performable in Marshall, Harrison County, Texas, and any disputes will be resolved in Marshall, Harrison County, Texas. The parties hereto agree to Harrison County as venue for all disputes.
- 2.40. Vendors should visit each site to examine the available facilities. See detailed listing of all sites at Appendix A.

SECTION 3 - Insurance

- 3.1 Vendor shall provide evidence of liability insurance. MISD retains the right of approval for insurance coverage.
- 3.2 Copies of the successful contractor's liability insurance and workman's compensation certificates will be required. This certificate does not amend, extend or alter the coverage

afforded by the policies below.

Insurance Requirements:	Limits:	
A. General Liability Commercial General Liability Claims Made Occur. Owner's Contractor's Prot. (Note A)	General Aggregate Products - Comp/or Agg Personal & Adv. Injury Each Occurrence Fire Damage (Any one Fire) Med. Expense (any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$50,000 \$5,000
B. Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	Combined Single Limit Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	\$1,000,000
C. Umbrella form - Excess Liability State the limits that your Company carries		
D. Worker's Compensation and Employer's Liability	Statutory Each Accident Disease - Polity Limit Disease - Each Employee	\$500,000 \$500,000 \$500,000

Note A: - Owner's Contractor's Protection shall include: (1) Premises - Operations, (2) Independent Contractors, (3) Products - Completed Operations, (4) Contractual Liability, and (5) Board Form Property Damage.

3.3 The Insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-

contractor(s) meets the minimum insurance requirement limits as by law.

- 3.3.1 Should any of the above described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, MISD.
- 3.3.2 The contractor shall agree to waive all right of subornation against the district, its officials, employees and volunteers for losses arising from work performed by contractor for the district.
- 3.3.3 Vendor shall indemnify and hold harmless the MISD and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees the MISD incurs defending any action, suit, or claim from any source whatsoever and of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.
- 3.3.4 The selected vendor will be required to supply an insurance certificate naming MISD as an additional insured.

You are required to submit a certificate of Insurance for the above insurance requirements with your proposal.

****Items #3.3.2, 3.3.3 and 3.3.4 (above) shall be required of the successful vendor/s. ****

SECTION 4 - DEFINITIONS AND GENERAL SPECIFICATIONS

4.1 VENDING EQUIPMENT SHALL BE:

- 4.1.1 Bolted together or attached so equipment remains secure and stationary in position.
- 4.1.2 Equipped with a dollar bill changer
- 4.1.3 Maintained with good sanitation practices (health code minimums)
- 4.1.4 Maintained by the vending company
- 4.1.5 Serviced by the vending company
- 4.1.6 Replaced or repaired within 24 hours of report of damage or breakage
- 4.1.7 Uniform in height and attractive looking to blend into modern surroundings
- 4.1.8 Must provide new equipment that is state of the art, new in appearance and in excellent working condition
- 4.1.9 Approved before placement or movement in school
- 4.1.10 Low or no light and energy efficient
- 4.1.11 Serviced regularly to insure accessibility and freshness of products
- 4.1.12 Cages must be provided for rodent and insect control around all vending equipment

4.2 VENDING CANNED/BOTTLED DRINK - Equipment must carry a variety of all commonly sold beverages and juices in sizes recommended by soft drink vendor in compliance with state and federal regulations.

4.3 VENDOR MUST PROVIDE - a list of management personnel and their telephone numbers, who may be contacted for problems or service needs a primary vendor contact.

4.4 All communications must go through the Business Office, unless it is repairs or restocking.

4.4.2 Vendor shall supply the Business Office with a route schedule for the servicing of all machines.

4.5 INSTALLATION OF MACHINES

The successful vendor will be required to furnish all equipment and labor necessary to install the machines in the locations designated by the district at no additional expense to MISD. The successful vendor will be responsible for all damages to school property caused by the equipment or vending personnel. If additional electrical connections are required, it will be the responsibility of the successful vendor to verify the power available, and work with the Chief Financial Officer and Director of Facility Services to furnish the required additional installation.

4.5.2 The successful vendor must agree to add additional vending machines of any type listed and/or types not listed, should the district deem it necessary or desirable during the life of the proposed agreement, with the understanding that the same

percentage of commission will be paid as agreed in the proposed agreement on the same type machines, and the percentage of commission on other types of vending machines will be mutually agreed upon at the time such other machines are requested by the district.

4.5.3 The district will give the successful bidder adequate notice of such new locations or other type machines in order that additional machines might be secured. The district makes no warranty regarding the number of additional locations which may be authorized under the proposed agreement.

4.5.4 The district reserves the right to install any type vending machines in any location where the vendor will not agree to place a machine.

4.6 CHANGE AND ELIMINATION OF MACHINE LOCATIONS

4.6.1 The vendor agrees to change machine locations upon consultation with the building administrator and Chief Financial Officer and after agreement between vendor and administrators as to the advisability of such changes.

4.6.2 The district reserves the right to discontinue locations in the best interest of the district, its students and the vending machine operator. The district will be the sole judge in such cases.

4.7 SECURITY OF VENDING MACHINES

Vending machines will be placed in the designated locations at the sole risk of the proposer and the district will in no way be liable for destruction or theft of the property of the vendor through vandalism or any other cause.

4.8 SERVICING OF MACHINES

4.8.1 The contractor shall purchase all the merchandise to be vended and furnish his own storage facilities. He shall be responsible for the payment of all his bills for vending merchandise, services and employees without implicating the district in any manner, either directly or by inference.

4.8.2 All machines must maintain adequate change for the day's/week's/or month's business.

4.8.3 The successful vendor will provide all services for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission check to the Business Office by the tenth (10th) of each month.

4.8.4 The vendor shall service the machines as many times as necessary to keep them properly supplied and in good working order.

- 4.8.5 The vendor shall protect school property during the servicing of machines. The vendor shall have the right to enter upon school premises at all reasonable times when school facilities are normally open for the purpose of servicing and inspecting said machines and for removal of such machines upon the termination of this agreement.
- 4.8.6 The successful vendor agrees that during the term of this agreement he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the use of the district's facilities placed at his disposal for purposes other than the operation of vending machines.
- 4.8.7 The locations of vending machines will be as specified by the building administrator with concurrence of the Chief Financial Officer.
- 4.8.8 A school calendar showing dates for beginning and closing of school and all holidays will be furnished to the vendor upon request.
- 4.8.9 The successful vendor will be prime contractor for all services. There shall be no subletting of any portion of the contracted services.
- 4.8.10 The district reserves the right to require an inventory of merchandise upon the operator's entering and leaving the school campus or at any time the school feels the need for such an inventory.

4.9 PRODUCT AVAILABILITY AND QUALITY

- 4.9.1 The machines available in the student areas shall contain products exclusive to the successful vendor. Machines available in the student area and faculty lounge shall contain selections of products exclusive to the successful vendor (please indicate this on your bid form).
- 4.9.2 All items stocked in the vending machines must be fresh items. No "out-of-date" or "flat" items will be accepted. The successful vendor will promptly reimburse all locations for all items found to be out of date and/or of unsatisfactory quality.

4.10 PRICING

- 4.10.1 The successful vendor may request a price increase by submitting a written request to the Chief Financial Officer no later than thirty (30) days prior to the effective date of the requested increase. Before any price increase may be implemented, the successful vendor must have written approval from the Chief Financial Officer. Price increases may be granted **ONLY** in the event and to the extent that documented evidence is presented indicating a change in the cost of the raw or manufactured products.

- 4.10.2 MISD will not allow any reduction in the rate of commission throughout the contract period.
- 4.10.3 In the event of a price increase, Provider agrees to provide appropriate documentation of price increase to the District. Provider agrees that the District will not pay a deposit on CO₂. Further, Provider agrees to continue supplying stadium cups used by the District at the football stadium. Provider agrees to pay art work and absorb freight costs on these cups.
- 4.10.4 Provider will provide trailers to the District on a first come – first serve basis for special events which should include free CO₂ and 100 cups per tank. In addition to post-mix and pre-mix pricing for special events, list Provider's price for special events to the school and school organizations for soft drink products and bottled water.

VENDING MACHINES REQUEST FOR PROPOSALS

Having carefully examined the Proposal Notice, General Conditions, Terms and Conditions, Insurance, Definitions and General Specifications, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices and/or commissions quoted. **This proposal is to be considered for the following:**

SALES PRICE OPTIONS:

FIVE (5) YEAR CONTRACT

Drinks -	(state size)	\$ _____	Each
Drinks -	(state size)	\$ _____	Each
Drinks -	_____ (state size)	\$ _____	Each
Juice -	_____ (state size)	\$ _____	Each
Water -	_____ (state size)	\$ _____	Each
Coffee/Hot Chocolate -	_____ (state size)	\$ _____	Each
Post-Mix	_____ (state size)	\$ _____	Each
Pre-mix	_____ (state size)	\$ _____	Each

COMMISSION OPTIONS:

FIVE (5) YEAR CONTRACT

UP-FRONT	_____
HIGH SCHOOL (9-12)	_____
JUNIOR HI (6-8)	_____
ELEMENTARY (K-5)	_____
PK	_____
OTHER FACILITIES	_____

COMMENTS: _____

Company Name: _____ Telephone: _____

Address: _____ Signature: _____

CONTRACT INCENTIVES

VENDING MACHINES REQUEST FOR PROPOSALS

Please provide information below regarding additional contract incentives that your company will offer:

CONTRACT INCENTIVES:

FIVE (5) YEAR CONTRACT

- 1. Up-Front Contract Incentive: \$ _____
Explain: _____

- 2. Annual Incentive Payments To District: \$ _____
Explain: _____

- 3. Annual Drinks Donated to Schools: \$ _____
Explain: _____

- 4. Annual Scholarship Donations: \$ _____
Explain: _____

- 5. Annual Other Contract Incentives: \$ _____
Explain: _____

Company Name: _____ Telephone: _____

Address: _____ Signature: _____

LISTING OF AVAILABLE PRODUCTS

VENDING MACHINES REQUEST FOR PROPOSALS

My Company is authorized to distribute and sell the following products in the State of Texas:

Sodas:

Juices:

Other Drinks:

Other:

COMMENTS: _____

Company Name: _____

Telephone: _____

Address: _____

Signature: _____

REFERENCES

SOFT DRINK VENDING MACHINE SERVICES

- 1. Company or Government:
Address:
Contact Name: _____ Telephone:
Service Provided: Soft Drink Only

- 2. Company or Government:
Address:
Contact Name: _____ Telephone:
Service Provided: Soft Drink Only

- 3. Company or Government:
Address:
Contact Name: _____ Telephone:
Service Provided: Soft Drink Only

- 4. Company or Government:
Address:
Contact Name: _____ Telephone:
Service Provided: Soft Drink Only

Company Name

Telephone

Address

Print Name

City State Zip

Authorized Signature

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
RFP, SOFT DRINK VENDING**

By submission of this proposal, the undersigned certifies that:

1. Neither the proposer nor any of proposer's officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Marshall Independent School District Board of Trustees between proposal submission date and award by the Pine Tree Independent School District Board of Trustees.
3. No officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Marshall Independent School District except as noted herein below:
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

Signature/Title: _____

Printed Name: _____

Date: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL
FELONY CONVICTION NOTICE
RFP, SOFT DRINK VENDING

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

Subsection (b) states “a school district may terminate a contract with a person or business entity if 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.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

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

COMPANY NAME: _____
Print or type

AUTHORIZED COMPANY OFFICIAL’S NAME: _____
Print or type

****** Sign only A, B or C ******

A. My firm is publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official _____

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

Details of Conviction:

Signature of Company Official

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL
RFP DOCUMENT AND ADDENDUM
RFP, SOFT DRINK VENDING

Having carefully examined the RFP Notice, Invitation and the Terms and Conditions, the undersigned proposer hereby proposes and agrees to furnish goods/service in strict compliance with the specifications at the prices quoted. The proposer affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other vendors in the award of this proposal.

It is understood that the owner reserves the right to accept or reject any or all RFP's and alternates, and waive any informalities. It is further agreed that this RFP shall be completed within the time frame set forth and at no additional cost to the district for unexpected or unforeseen circumstances.

If you have received an addendum to this RFP, please acknowledge receipt by initialing the number of the addendum below. Please contact Kristin Byrd, CFO at 903-927-8708 or byrdk@marshallisd.com to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Company Name: _____
Please print or type

Name and Title of Person Authorized to sign RFP: _____
Name - please print or type

Authorized Signature: _____

Date of signature: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

APPENDIX A

MHS Principals Office	1900 Maverick Dr.
MHS Teachers Lounge	1900 Maverick Dr.
Athletic Office #1	1901 Maverick Dr.
Athletic Office #2	1901 Maverick Dr.
MJHS Office	2710 E. Travis
MJH Teachers Lounge	2710 E. Travis
MJH Gym	2710 E. Travis
David Crockett	700 Jasper
Price T Young	1501 Sanford St.
Sam Houston Office	2905 E. Travis St.
Sam Houston Hallway	2905 E. Travis St.
Travis Teachers Lounge	300 W. Carolanne
Washington Early Childhood Center	1202 Evans St.
MISD Administration Building	1305 E. Pinecrest Dr.
MISD Transportation & Facilities	1205 W. Emory St.