

HUGHES SPRINGS INDEPENDENT SCHOOL
DISTRICT
BUSINESS OFFICE
HUGHES SPRINGS, TX 75656

NOTICE TO PROPOSERS

SCOPE OF WORK: Hughes Springs Independent School District, ("District", "Buyer", "HSISD"), is issuing a request for proposals for a five-year exclusive beverage agreement, as described below. **The Hughes Springs ISD Food Service Department is not a part of this request for proposals.**

Firm Name

Date

Address

Phone

Proposals will be received by the Business Office of the Hughes Springs Independent School District until March 20, 2018 at 12:00 pm (CST).

1. Proposals will be publicly opened and read at 1:00 p.m. (CST) on March 20, 2018 at the HSISD Central Office building located at 871 Taylor Street, Hughes Springs, TX 75656. Proposal representatives are invited to be present. Proposals must be properly labeled on the OUTSIDE of the envelope as follows:

Jeff Perritte
HSISD Business Office
871 Taylor Street
Hughes Springs, TX 75656

" Proposal for Five Year Exclusive Beverage Agreement RFP 1-2018"

2. Physical address for delivery of proposal is at the Business Office located within the Central Office of HSISD located at 871 Taylor Street, Hughes Springs, TX 75656.
3. Any requests for additional information pertaining to these specifications should be directed in writing by fax or email to Jeff Perritte at fax number – (903) 639-2624 or email – perrittej@hsisd.net.
4. Proposals must be signed by a proper official of the supplier and submitted in a sealed envelope. No telegraph, telephone, or faxed proposal will be accepted.

Publish: Feb 23, 2018
March 2, 2018

GENERAL CONDITIONS

1. Proposals must be submitted on this form. All prices must be typed or written in ink. Proposals written in pencil will not be accepted. Each proposal shall be placed in a separate envelope, sealed and properly identified with the proposal title and the time and date to be opened.
2. Proposals must be received in the Business Office **before the hour and date specified. DO NOT FAX YOUR PROPOSALS!** Proposal must be submitted either in person or by mail.
3. Proposal prices should be F.O.B. destination, inside delivery. All freight charges must be included in your proposal pricing. If otherwise, state on Deviation/Compliance Signature form.
4. Delivery shall be made during normal school hours (8:00 a.m. to 4:00 p.m. CST Monday-Friday) unless prior approval has been obtained from authorized District personnel.
5. All items proposed must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.

6. Installation: the successful proposer shall provide the following services on the items proposed, at no additional cost to the District, if otherwise, state on Deviation/Compliance Signature form.
 - a. Provide transportation of items to the facility.
 - b. Place the items in the proper location within the facility.
 - c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
 - d. Provide adjustment by a trained installation mechanic.
 - e. Remove all debris from site.
7. The District is exempt from Federal Excise Tax, State, and Local Tax. Do not include tax in your proposal totals. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.

8. Any catalog, brand name, or manufacturer's reference used in the proposal is **descriptive and not restrictive** and is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, proposals must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being proposed should be included with the proposal. If proposer takes no exception to the specification of referenced data, they will be required to furnish brand names, models, etc. as specified.
9. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with proposer's name and item number on the proposal. **DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.**
10. The Board of Trustees of Hughes Springs Independent School District reserves the right to accept or reject all or any part of any proposal, waive any technicalities/formalities and award the proposal to best serves the interest of the District.
11. The District reserves the right to purchase or lease-purchase additional articles as listed on this proposal subject to verification of the same or lower prices and conditions on proposal.
12. All items and services being proposed must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
13. **It is to be understood that the proposer, if awarded an order or contract, agrees to indemnify, protect, defend, and hold harmless the Hughes Springs Independent School District from any suits or demands for payment, including attorney's fees, 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 from a part of the work covered by either order or contract and, proposer further agrees to indemnify and hold harmless the Hughes Springs 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.**
14. It is not the policy of the District to purchase on the basis of price alone. In evaluating proposals submitted, the following considerations will be taken into account to determine the best value for the District.
 - a. the purchase price;
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. the quality of the vendor's goods or services;
 - d. the extent to which the goods or services meet the District's needs;
 - e. the vendor's past relationship with the District
 - f. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; and

- g. the total long-term cost to the District to acquire the vendor's goods or services.
- 15. The contract will be awarded in the best interest of Hughes Springs Independent School District.
- 16. The District reserves the right to cancel the contract due to unsatisfactory service.
- 17. In case of ambiguity or lack of clarity, the Hughes Springs ISD reserves the right to consider the most advantageous construction thereof, or to reject the proposal.
- 18. Any and all protests regarding HSISD proposal procedures will be governed by the Hughes Springs Independent School District policy GF (LOCAL).
- 19. NON-APPROPRIATION OF FUNDS: Should the District not have sufficient funds appropriated for the contract, and after timely notification to the supplier, the District is fully and expressly released from all obligations under this agreement and any incidental agreements hereto. Renewal of agreements is specifically contingent upon satisfactory performance by supplier under the conditions set forth in this agreement.
- 20. Vendors not responding appropriately to Proposal Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. HSISD reserves the right to delete vendors that do not respond appropriately.
- 21. All Proposers must execute the "Affidavit of Non-Collusion", "Felony Conviction Notification", "Proposers Certification", "Conflict of Interest", "Debarment and Suspension Certification Form", "Deviation/Compliance Signature Form", or No Proposal Notification" enclosed herewith for their proposal to be considered. The name of the company representative on these forms should be the same.
- 22. By submitting a proposal, each proposer agrees to waive any claim it has against the Hughes Springs Independent School District.
- 23. It is the policy of the Hughes Springs Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
- 24. The proposer shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature on Proposal Document the vendor certifies that:

- a. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this proposal.
 - b. The prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
2. **CONTRACT MODIFICATION:** No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
3. **CONTRACT AND PURCHASE ORDERS:** A response to this proposal document is an offer to contract with the HSISD and its members based upon the item Specifications and the Standard Terms and Conditions contained in the proposal document. Any reference to “the Contract” or “this Contract” in this document refers to a possible future contract to be entered into between HSISD and Vendor. Vendor stipulates that it will agree to that these terms be included in any such future contract, if any, unless HSISD agrees otherwise. The contract shall be interpreted by and governed under the law of the State of Texas in Titus County.
4. **PACKING AND SHIPPING:** (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to Hughes Springs Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00 a.m. to 4:00 p.m., unless approval for later delivery has been obtained.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.
6. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
7. **GRATUITIES:** The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the Hughes Springs Independent School District with a view toward securing an order, or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other

- rights and remedies, to recover or withhold from the vendor the amount of the gratuity.
8. **WARRANTIES:** (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples) and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties. Unless agreed to otherwise, the District retains all other warranties and/or other remedies provided by federal & state law.
 9. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.
 10. **ASSIGNMENT-CLAIMS:** Vendor and the Hughes Springs Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.
 11. **ADVERTISING:** Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
 12. **TITLE AND RISK OF LOSS:** (If applicable) the title and risk of loss of the goods shall not pass to until the District actually receives the goods at the point of delivery.
 13. **INSPECTION:** (If applicable) all goods are subject to final inspection and acceptable by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
 14. **LIENS:** All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
 15. **INDEMNIFY: Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this contract. Upon written requests vendor will defend, at their own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits.**

Vendor will indemnify Hughes Springs Independent School District against all claims for damages to persons or property resulting from to defects in materials or workmanship.

16. REMEDIES AND APPLICABLE LAWS: The Hughes Springs Independent School District shall have all remedies afforded each by federal and state law, including remedies set forth in the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State Texas in Titus County.
17. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Hughes Springs Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
19. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
20. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
21. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Hughes Springs Independent School District, termination for non-availability of funding and for prepayment, without penalty.
22. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into the State of Texas and under the laws of the State of Texas.

23. **INFRINGEMENT:** Contractor agrees to protect Hughes Springs Independent School District from claims involving infringement or copyrights.
24. **TECHNICAL SPECIFICATIONS:** Technical specifications define the minimum acceptable standard.
25. **REMEDIES FOR NON-PERFORMANCE OF CONTRACT AND TERMINATION OF CONTRACT:** If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the HSISD may terminate the vendor's contract for cause as provided by the remainder of this section.

If any delay or failure of performance is caused by a Force Majeure event as described in section #18 of this Standard Terms and Conditions document entitled "Force Majeure," the HSISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- (a) The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Proposal Document.
 - (b) The vendor delivering any product(s) that fails to meet the Item Specifications included in this Proposal Invitation relating to the awarded product(s).
 - (c) The vendor delivering any substitution(s) of product(s) different than those originally proposal awarded without the written approval of HSISD.
 - (d) The vendor's incomplete response to the Proposal Document.
 - (e) Vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the HSISD.
26. This section deleted.
 27. **ERRORS OR OMISSIONS:** The District is not responsible for any proposer's errors or omissions.

28. CONFIDENTIAL INFORMATION: If a vendor believes that a proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement must be attached and noted on each page of the document. However, vendor specifically acknowledges and understands that the District may, in some circumstances, be required to disclose information in accordance with applicable federal and state law.
29. ADDENDUM: In the event that any changes to this proposal document occur subsequent to the mailing or other delivery of the original proposal document, the changes or corrections to this Proposal Invitation will be made by addendum. *It is your responsibility to obtain any addenda that pertains to this proposal.*

SPECIFIC TERMS AND CONDITIONS

1. SCOPE OF PROJECT - Hughes Springs Independent School District (HSISD) is requesting proposals for a five-year exclusive beverage agreement. This agreement will allow the vendor to supply beverages in all vending machines and concessions within the District. This agreement will include new schools/facilities built by the Hughes Springs Independent School District during the length of the contract. **The agreement does not include products for the District Food Service Department.** Agreement period is for five (5) years beginning May 1, 2018. This Request for Proposals constitutes the invitation which will be the only procurement method utilized for the selection. HSISD will evaluate the proposals based on the criteria established in this document and will rank the offerors by best value.

The soft drink vendor shall provide full service operations to the District.

The Hughes Springs ISD will not allow beverages to be sold that are in competition with the soft drink vendor's current product with the exception of the Food Service Department. In the event that the District needs other beverages 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.

The vendor will work with the campus principal in determining the number and locations of vending machines. Vendor shall furnish these machines at no charge. Drinks provided in the machines and machine locations should be in accordance with Federal and State laws.

The successful vendor shall prepare and present a contract for consideration by HSISD.

2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
3. Timetable:

Advertisement in Local Paper	February 23 & March 2, 2018
Release RFP	February 23, 2018
Deadline for Questions	March 9, 2018 @ 12:00 p.m. (CST)
Deadline for Submittal of Proposal	March 20, 2018 @ 12:00 p.m. (CST)
Recommendation to Board	April 9, 2018
4. Communications: All questions received and the corresponding answers will be distributed to all proposers. No verbal responses will be provided. The deadline for questions about this proposal will be 12:00 p.m. CST (noon), March 9, 2018. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, companies supplying quotations should email or fax Jeff Perritte to answer any and all questions. Response to questions will be faxed in the form of an addendum to this RFP from the HSISD Business Office.

All vendor communications must be directed in writing to:
Jeff Perritte
HSISD Business Office
871 Taylor Street
Hughes Springs, TX 75656
Telephone: (903) 639-3804
Fax: (903) 639-2624
Email: perrittej@hsisd.net

5. Deadline for Submittal: We must receive your response to this RFP by 12:00 p.m. CST on March 20, 2018, at the HSISD Business Office, 871 Taylor Street, Hughes Springs, TX 75656. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. Proposers are

responsible for making themselves aware of HSISD Business Office regular office hours, scheduled holidays and unexpected closures due to inclement weather, etc. The time and date recorded in the Business Office shall be the official time of receipt. The District will not accept faxed proposals.

6. Proposal Submittal: The proposal must be sealed in an envelope clearly marked on the outside ***RFP 1-2018 Five Year Exclusive Beverage Agreement***.
7. Acceptance: HSISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendor, will be based on the determined "Best Value for the District."
- 8.
9. Transfer or assignment of contract by vendor is prohibited and is void.
10. All invoices must be submitted to HSISD's billing address:

Hughes Springs ISD
Attn: Accounts Payable
871 Taylor St.
Hughes Springs, TX 75656

If your company uses any other billing address, Hughes Springs ISD will not be responsible for late payments, service charges, etc. HSISD's purchase order number must be referenced on the invoice.

11. The Hughes Springs Independent School District reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.
12. References: Please provide three (3) references, preferably from school districts in the Northeast Texas area, which have used your services within the last three years. Additional references may be required.

A.

School District	Contact Name
Address	Telephone Number

B.

School District	Contact Name
Address	Telephone Number

C.

School District	Contact Name
Address	Telephone Number

13. Evaluation and Selection Process

A. Proposals will be publicly opened and the respondent's names and included project pricing read aloud. The opening and public reading will be held at 1:00 p.m. (CST) on March 20, 2018 at the HSISD Business Office with the Central Office building at 871 Taylor Street, Hughes Springs, Texas, 75656.

B. Hughes Springs ISD has the option to request that an offeror provide further information in order to complete the evaluation.

C. HSISD will select the offeror that provides the best value. If for some reason terms cannot be met, the next most qualified offeror will be asked to negotiate and so on until an agreement is reached.

D. Failure to comply with all requirements contained in this document shall result in rejection of submitted proposal.

14. **INSURANCE:** 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	General Aggregate	\$1,000,000
		Products-Com/or Agg	\$1,000,000
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made Occur	Each Occurrence	\$1,000,000
	Owners Contractor's Prot.	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one per.)	\$ 5,000
B.	Automobile Liability	Combines Single Limit	\$1,000,000
	Any Auto	Bodily Injury, Sickness, Death	
	All Owned Autos	(per person)	
	Scheduled Autos	Bodily Injury, Sickness, Death	
	Hired Autos	(per accident)	
	Non-Owned Autos	Property Damage	
	Garage Liability		
C.	Umbrella Form - Excess Liability		
	State the limits that your company carries:	_____	
D.	Workers Compensation	<u>Statutory</u>	
	And	Each Accident	\$1,000,000
	Employer's Liability	Disease-Policy Limit	\$1,000,000
		Disease-Each Employee	\$1,000,000

The insurance requirements 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 for the above insurance requirements.

All policies shall be endorsed to provide that underwriters and insurance companies of vendor shall not have any right to subrogation against Hughes Springs ISD and all subsidiaries, agents, employers, invitees, servants, subcontractors, insurers, underwriters, and such other parties as Hughes Springs ISD may designate.

Vendor shall furnish certificate of insurance evidencing the insurance required hereunder and upon request, shall furnish true copies of the actual policies. Each certificate shall provide that 30 days prior written notice shall be given to Hughes Springs Independent School District in the event of cancellation or material change in the policies occurs.

All policies shall be endorsed to provide that there will be no recourse against Hughes Springs ISD for payment of premium.

These insurance provisions in no way affect the liability of vendor as stated elsewhere in this Contract.

The select proposer will be required to supply and insurance certificate naming Hughes Springs ISD as an additional insured.

15. Prevailing Wage Rate Determination: Texas Government Code Chapter 2258 states all workers involved on publicly funded work are entitled to prevailing wages for the locality of the project site.

16. Terms and Termination: Either party, upon thirty (30) day written notice to the other party, may terminate at this Contract anytime. Upon termination, vendor shall have the right to enter the premises and remove its property.

HUGHES SPRINGS INDEPENDENT SCHOOL DISTRICT FIVE YEAR EXCLUSIVE BEVERAGE AGREEMENT PROPOSAL FORM

Hughes Springs Independent School District (HSISD) is requesting proposals for a five-year exclusive beverage agreement. This agreement will allow the vendor to supply beverages (meeting nutrition guidelines for each campus) in all vending machines and concessions within the District. **The agreement will not include products for the District Food Service Department.** Agreement period to begin May 1, 2018.

1. Planned vending price (including any expected changes) and related commission rate for each class of product over the five-year period.

2. Rebates offered _____

3. Complimentary products _____

4. Provide case pricing _____

5. Other benefits offered _____

All orders MUST be delivered in a timely manner.

All vending machines must be in place prior to the beginning of the school year, August 16, 2018. Machines must be clean and in good working order.

How often will vendor require price increases? _____

RFP
Five-Year Exclusive Beverage Agreement
Due: June 16, 2014
2:00 p.m.

Having carefully examined the Proposal Packet the undersigned proposer's agent hereby propose and agrees to furnish in the 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 favoritism that would in any way limit competition or give him or her unfair advantage over other proposals in the award of this contract.

COMPANY

ADDRESS

PHONE

FAX

DATE

SIGNATURE

COMPANY OFFICIAL