



# EDINBURG CISD

## PURCHASING DEPARTMENT

411 N. 8<sup>th</sup> Ave., Edinburg, TX 78541  
(956) 289-2311 FX: (956) 383-7687

CARMEN GONZALEZ, President  
XAVIER SALINAS, Vice-President  
LUIS ALAMIA, Secretary  
MIGUEL "MIKE" FARIAS, Member  
LETTY FLORES, Member  
LETICIA "LETTY" GARCIA, Member  
DOMINGA "MINGA" VELA, Member  
*Dr. Mario H. Salinas, Superintendent*

## Request for COMPETITIVE SEALED PROPOSALS

NO: 24-22

TITLE: SOFT DRINK VENDING MACHINE

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- ATTACHMENT: Proposal Forms

### CLOSING TIME/DATE:

Closing Time: 4:00 P.M.  
Closing Date: November 29, 2023

### BUYER:

**ClauDina Longoria, Senior Buyer**  
Phone: 956-289-2311, Ext.2135  
Fax: 956-383-7687  
Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

### DELIVER BIDS TO:

Edinburg CISD  
Office of the Purchasing Director  
411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor  
Edinburg, TX 78541

*Amaro Tijerina* 10/31/23  
Purchasing Director Date

DATE WEBBED: October 31, 2023

\*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

## Vendor Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

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

Telephone 1-800-\_\_\_\_\_

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

Or: \_\_\_\_\_

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Web Address: \_\_\_\_\_

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

(Signature of Person Authorized to Sign Bid)

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

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

Title: \_\_\_\_\_

(Please print or type name above)

I can deliver in \_\_\_\_\_ days. Early Payment Discount \_\_\_\_\_% if Paid in \_\_\_\_\_ Days, Net 30

## INTENT TO BID

Fax, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at [www.ecisd.us](http://www.ecisd.us).

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

STREET ADDRESS 2: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

WEB SITE: \_\_\_\_\_

## VENDOR CHECK LIST

- |   |     |     |     |    |
|---|-----|-----|-----|----|
| 1. Signed Standard Terms & Conditions                             | ___ | Yes | ___ | No |
| 2. Signed Felony Conviction Notification                          | ___ | Yes | ___ | No |
| 3. Signed Conflict of Interest Questionnaire                      | ___ | Yes | ___ | No |
| 4. Signed Deviation Form  | ___ | Yes | ___ | No |
| 5. Read and understood Special Terms & Conditions                 | ___ | Yes | ___ | No |
| 6. Filled out Bid Form  | ___ | Yes | ___ | No |
| 7. Completed & submitted W9/Authorization for Direct Deposit Form | ___ | Yes | ___ | No |
| 8. Signed Certification of Interested Parties (Form 1295)         | ___ | Yes | ___ | No |
| 9. Completed & signed Vendor Check List                           | ___ | Yes | ___ | No |

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Title



**STANDARD TERMS & CONDITIONS**

(REVISED SEPTEMBER 2022)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the proposal and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
  - d. Seller shall bear cost of packaging unless otherwise provided.
  - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
  - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District**  
**Attn.: Accounts Payable Department**  
**Drawer 990**  
**Edinburg, Texas 78540-0990**
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. 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 the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.



## RFP 24-22, SOFT DRINK VENDING MACHINE

13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing 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 their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a 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.



## RFP 24-22, SOFT DRINK VENDING MACHINE

27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
  - Deduct such charges from existing invoice totals due at the time, or
  - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
  - Financial Information
  - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's proposal list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
  - Bonding status
  - Contractual history (references)
  - Ability to fulfill and abide by the terms and specifications
  - Quality and stability of product and sources
32. **District Proposal Forms:** Proposal not submitted on District's proposal forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- \_\_\_\_\_ I am not a delinquent taxpayer to the Edinburg CISD.
- \_\_\_\_\_ I am a delinquent taxpayer to Edinburg ISD (your proposal may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the proposal response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the proposal in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.
40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.



**RFP 24-22, SOFT DRINK VENDING MACHINE**

- 41. **Evaluation Factors:** The proposal award shall be based on the following evaluation factors:
  - 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 total long-term cost to the district to acquire the vendor's goods or services
  
- 42. **Non-Collusive Bidding Certification:** By submission of this proposal or proposal, the bidder certifies that:
  - a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
  - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals, or proposals for this project, to any other bidder, competitor or potential competitor;
  - c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
  - d. The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
  
- 43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
  
- 44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
  
- 45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). The TEC website includes Question/Answers and Video instructions.

- 46. **Declaration of Business Location** – Texas Education Code 44.031 (b)(8). By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:

A. Has its principal place of business in the State of Texas; OR  B. Employs at least 500 persons in the State of Texas  
 C. Principal Place of business is not in the State of Texas: \_\_\_\_\_ (City,State)

- 47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting proposal is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 48. **Texas Historically Underutilized Business (HUB)** - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder's company is HUB certified with the State of Texas.

I am an Active certified HUB vendor. HUB expiration date: \_\_\_\_\_  
 Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms  
 I am neither.

- 49. **Contract Provisions for contracts under Federal Awards:** By submission of this proposal, Contractor agrees to comply with the following provisions.

49.1 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 Regulation 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.



## RFP 24-22, SOFT DRINK VENDING MACHINE

Pursuant to Federal Rule (A) above, when ECISD expends federal funds, ECISD 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

- 49.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when ECISD expends federal funds, ECISD 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. ECISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ECISD believes, in its sole discretion that it is in the best interest of ECISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ECISD as of the termination date if the contract is terminated for convenience of ECISD. Any award under this procurement process is not exclusive and ECISD reserves the right to purchase goods and services from other vendors when it is in ECISD's best interest.

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

- 49.3 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 ECISD expends federal funds 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

- 49.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 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 Finance 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 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 (20 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 sub-recipient must be prohibited from including, 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 entity must repair all suspected or reported violation to the Federal awarding agency.

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

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

- 49.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded 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 ECISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by ECISD resulting from this procurement process.

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

- 49.6 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 sub recipient 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 sub recipient must comply with the requirements of 37 CFR Part 401, "Rights



## RFP 24-22, SOFT DRINK VENDING MACHINE

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 ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, 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

- 49.7 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 sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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 ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, 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

- 49.8 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 ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

- 49.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal 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 award.

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

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

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

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

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



**RFP 24-22, SOFT DRINK VENDING MACHINE**

- 49.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grand funds to:
    - (1) Procure or obtain;
    - (2) Extend or renew a contract to procure or obtain; or
    - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
      - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.12 §200.322 Domestic preferences for procurements.
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  - (b) For purposes of this section:
    - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any District contract that is entered into.

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

50. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS: When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

51. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT: When ECISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

52. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT: It is the policy of ECISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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



## RFP 24-22, SOFT DRINK VENDING MACHINE

53. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS: ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

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

54. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. §200.337: Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

55. CERTIFICATION OF EMPLOYMENT VERIFICATION FAR 22.18, 74 FR 2731, 48 CFR 52.222-54: As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

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

56. CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS: As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited to, facility use, food establishment, and authorized providers.

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

57. CERTIFICATION OF COMPLIANCE WITH S/M/WBE/LABOR SURPLUS, 2 CFR 200.321: As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible

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

58. CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE: Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

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

59. CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

60. CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

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

61. CERTIFICATION OF SENATE BILL 13, SECTIONS 809 AND 2274 TEXAS GOVERNMENT CODE: Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

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



## RFP 24-22, SOFT DRINK VENDING MACHINE

62. CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE: In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

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

63. CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 AND 113 TEXAS GOVERNMENT CODE: PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

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

64. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS: Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

65. CERTIFICATION OF TEC 22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

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

66. CERTIFICATION OF GOVERNMENT CODE 552.104(c) A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

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

67. CERTIFICATION OF GOVERNMENT CODE 2272.003(a): A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

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



**RFP 24-22, SOFT DRINK VENDING MACHINE**

68. CERTIFICATION OF GOVERNMENT CODE 403.1067(A) LOBBYING RESTRICTION – TOBACCO EDUCATION GRANT FUNDS: A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:
1. Lobbying expenses incurred by the district;
  2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
  3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
  4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

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

69. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

70. BUY AMERICAN PROVISION FOR CHILD NUTRITION: Edinburg CISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336} added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

Edinburg CISD will purchase domestic food products per the Buy American Provision unless:

1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Edinburg CISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

**I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-70 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-70 listed above.**

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**FELONY CONVICTION NOTIFICATION**

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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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or 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.

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Authorized Company Official's Name (Printed)

A. My firm is a 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 a felony:

\_\_\_\_\_  
Names of Felon(s)

\_\_\_\_\_  
Details of Conviction(s)

\_\_\_\_\_  
Signature of Company Official



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
 Yes     No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,  
 Yes     No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
 Yes     No
- D. Describe each employment or business relationship with the local government officer named in this section

4

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

\_\_\_\_\_  
Date



## CERTIFICATION OF INTERESTED PARTIES – FORM 1295

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### Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.**

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

### Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name,
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

### Definitions:

- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
  - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person’s participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

### Resources:

#### Form 1295 Frequently Asked Questions:

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

#### Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>











## Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____ _____		DBA Name (IF Applicable): _____ _____
Taxpayer Identification Number (TIN) _____ - _____		OR
Federal Tax ID Number (FID) _____ - _____		SSN – Individual/Sole Proprietor _____ - _____
<b>Vendor Contact Information:</b>		
Name: _____	Title: _____	Phone: _____
Fax: _____		
<b>Vendor Type – Select only one of the following boxes:</b>		
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____		
<input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____		
<input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
<b>Order Address:</b>  Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<b>Payment Remittance Address:</b> <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
<b>Banking Information:</b> In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type:      Checking <input type="checkbox"/> Savings <input type="checkbox"/>	Email for Direct Deposit Notification: _____	
Bank Name: _____	ABA Routing Number: _____	
Bank Address: _____	Account Number: _____	
City: _____ State: _____ Zip Code: _____	Phone: _____ Fax: _____	
<b>W-9 Certification</b> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. <b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.	<b>Direct Deposit Authorization and Agreement</b> I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until: (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.	
Signature: _____ Date: _____	Signature: _____ Date: _____	
Print Name/Title: _____	Print Name/Title: _____	
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: <a href="mailto:ECISDinvoice@ecisd.us">ECISDinvoice@ecisd.us</a> , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
<b>Finance Office Use Only: Updated Record on: _____ Updated by: _____ Bank Code: _____ Vendor #: _____</b>		



**SPECIAL TERMS & CONDITIONS**

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**1.0 INTENT**

Edinburg Consolidated Independent School District seeks proposals from interested companies to negotiate a Contract for sale of beverages. A full-service beverage contract for vending machine services. The Contractor shall have exclusive rights to the full-service vending machine sales for all machines within the Edinburg Consolidated Independent School District. Beverages may also be purchased on an as-needed basis for other uses; however, the exclusive rights shall not extend to these other areas or uses. Examples of these non-exclusive areas are concession sales, Child Nutrition Program (Food Services), fundraiser sales, milk-based products vending services, purchases for district-wide use, etc. Offers deviating from the above may only be considered, if in the best interest of the District. Please note any exceptions clearly in your proposal.

**1.1** The Special Instructions in the proposal documents will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and Special Instructions may be cause for a proposal to be disqualified.

**1.2** Edinburg CISD reserves the right to accept or reject any or all proposals.

**1.3 POINT-OF-CONTACT:** ECISD requires that Proposers restrict all contact and questions regarding this RFP to the individual named below. Questions concerning terms and conditions and technical specifications shall be directed in writing to:

Amaro Tijerina  
Director of Purchasing  
411 N. 8<sup>th</sup> Avenue  
Phone: (956) 289-2311 Fax: (956) 383-7687  
E-mail: [a.tijerina@ecisd.us](mailto:a.tijerina@ecisd.us)

**OR**

ClauDina E. Longoria  
Senior Buyer  
411 N. 8<sup>th</sup> Avenue  
PH: (956) 289-2311 FX: (956-383-7687  
E-mail: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

**1.4 INQUIRIES AND INTERPRETATIONS:** Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by ECISD as an addendum and posted on the Purchasing website at [www.ecisd.us](http://www.ecisd.us) by clicking on the "Vendors Bid/Proposal Calendar". It is the vendor's responsibility to view the web page regularly, or prior to submitting a proposal response, to ensure that no addenda or additional information have been issued for the solicitation. All such addenda issued by ECISD prior to the time that proposals are received shall be considered part of the RFP.

**1.5** Only those inquiries District replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

**2.0 CONTRACT AND CONTRACT TERM** – The period of the Contract resulting from this proposal will be for a primary term of three (3) years with the option to renew annually for two years.

**2.1** The successful vendor(s) will be required to enter into a Contract with the District. The District reserves the right to utilize an Edinburg CISD approved Contract.

**2.2** The Contract will be monitored for acceptable services rendered throughout the Contract period. Edinburg Consolidated Independent School District will have the option to cancel the Contract thirty (30) days after written notification.

**2.3** The terms and conditions during the option term(s) shall be the same terms and conditions contained herein. Price increases are acceptable only at the time of renewal.



## RFP 24-22, SOFT DRINK VENDING MACHINE

**3.0 SCOPE OF SERVICES** - The successful vendor (herein known as Contractor) shall furnish, install, maintain, supply and remove, as needed, various vending machines in designated locations beginning upon execution of Contract and throughout the term(s) of Contract.

**3.1 SPECIAL REQUIREMENTS** -Edinburg Consolidated Independent School District will Contract with a Contractor to allow the placement of various vending machines at designated locations within Edinburg Consolidated Independent School District.

**3.1.1** Contractor shall pay Edinburg Consolidated Independent School District a percentage of gross receipts from all vending machines placed within any Edinburg Consolidated Independent School District building or location by the Contractor during the term of the Contract. "Gross receipts from vending machines" shall be construed to include all monies received from vending machines, except sales tax revenues.

**3.1.2** Payments shall be computed monthly and be delivered by the Contractor, along with a gross receipts report. These reports shall include the information from the 1st through the end of the month and shall be emailed in Excel format on or before the 15th day of each succeeding month. The reports shall be in two formats.

**3.1.2.1** The first report shall contain all district-wide activity. The report shall be sorted by campus/location and it shall include previous and current monthly meter readings. The monthly report shall be delivered to:

Mrs. Adel Felix                      and  
Asst. Supt. for Finance/Operations  
411 N. 8th Avenue  
Edinburg, TX 78541

Miss Sylvia D. Garcia  
Director of Finance  
411 N. 8th Avenue  
Edinburg, TX 78541

**3.1.2.2** The second report shall be the same as the district-wide report with the exception that it shall be divided by campus/location. Each campus/location shall receive a monthly copy of their applicable section. A list of contact people and addresses shall be provided upon Contract award.

**3.1.3** ECISD may inspect and audit or review Vendor's books and records pertaining to this Contract at the Contractor's office during business hours with prior written notice at all reasonable times. If the audit or review reveals a difference of more than three percent 3% in the amount of Commissions due to ECISD versus commissions actually paid to ECISD during the audit period, Contractor shall within ten (10) days after Contractor's receipt of written notice of the results of such audit or review, pay any additional Commissions due (overdue payment) to ECISD with interest calculated from the date such Commissions were actually payable at the rate specified in Contract.

**3.1.4** The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the school district's fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the school district's preceding fiscal year that does not fall on a Saturday or Sunday.

**3.2** LOCATIONS -Contractor shall place vending machines in only those locations designated by authorized ECISD personnel.

**3.2.1** An estimated initial list of these locations is supplied in this package as shown in Exhibit "A", however, Edinburg Consolidated Independent School District reserves the right to add to or subtract from the total number of machines in place at any given time and the



## RFP 24-22, SOFT DRINK VENDING MACHINE

same criteria shall apply to all machine placements and/or replacements as may apply under this Contract. The District currently has approximately 95 vending machines in service. Please note this is an approximate count of machines and locations are not definite.

**3.2.2** The term “placements” shall be construed to include multiple units within a single location as well as multiple locations within a single site.

**3.2.3** Contractor shall not change the physical location of any vending machine in any matter from the specific locations designated and approved without prior written consent of the District.

**3.3 USER TRAFFIC** - The amount of user traffic will vary by location. It is anticipated that traffic will include Edinburg Consolidated Independent School District personnel, students and visitors.

**3.4 BEVERAGE TYPES** - Vending machines shall contain beverages for on-premise consumption and use.

**3.4.1** Beverages located in schools must meet the USDA Competitive Food Nutritional Standards, Smart Snack Rule and Local Wellness Policy

**3.4.2** Initial selections will be made using history and forecasting, but will be subject to change according to need and/or popularity, per USDA Competitive Food Nutritional Standards, Smart Snack Rule and Local Wellness Policy.

**3.4.3** Beverages sold through the machines shall not exceed the “sell by date”.

**3.4.4** Beverages sold shall be in containers with current marketing themes; ie – no Christmas themed containers in July, etc.

**3.4.5** Contents shall be restocked according to the schedule in Contractor’s response.

**3.4.6** Contractor shall abide by all District, city, state and federal laws, ordinances, rules and regulations, expressly including, but not limited to, those relating to health and sanitation of foods, and operation and maintenance of vending machines.

**3.4.7** Contractor shall obtain and preserve all applicable state, federal and local licenses and/or permits required for the operation of vending machines and disbursement of beverages.

**3.4.8** All vend prices shall be firm for the duration of the initial Contract term, unless a change is specifically requested by Edinburg Consolidated Independent School District. Proposed changes in vend prices by the Contractor shall only be considered at the time of renewal.

**3.4.9** Commission or payment guarantees shall remain constant regardless of whether vending prices are adjusted. An increase in commission or payment guarantee favorable to the District, are allowable under this Contract.

### **3.5 EQUIPMENT**

**3.5.1** Contractor must be aware that the intent of this Contract is to expand the service and capability of the beverage vending program as new services and beverages become available.



## RFP 24-22, SOFT DRINK VENDING MACHINE

- 3.5.2** Vending machines should be new, used or reconditioned with non-resettable cash accounting meters and bill validators with money changing unit (built into the vending machines). Used or reconditioned machines must be in good working condition, clean and un-damaged.
- 3.5.3** Vendor is to provide initial meter readings for all machines.
- 3.5.4** All machines must comply with all accessibility requirements established by the District and local, state, and federal guidelines.
- 3.5.5** All equipment shall operate on regular wall voltage – 110. All plugs shall be three pronged, properly grounded. The Contractor should use energy efficient units wherever possible.
- 3.5.6** It is not anticipated Edinburg Consolidated Independent School District personnel will need to move any of the machines, however, in the event of an emergency or need, Edinburg CISD reserves the right to move any unit in response to resolution of a problem.
- 3.5.7** All machines shall be of the proper and appropriate type for the kinds of items being distributed, i.e. refrigerated.
- 3.5.8** Industry improvements to vending operations, which occur during the term of this Contract, shall be incorporated by the supplier in subsequent installations.
- 3.5.9** Each machine shall have capability to handle the following items/functions:
- Dispense variety of beverages, not limited to a single type item or brand of items;
  - Be properly equipped with a non-resettable counter for recording all sales by each machine;
  - Receive and give coin change for one dollar bills, minimum.
  - Provide meter readings.
- 3.5.10** INSTALLATION - Machines will be installed at locations listed herein, however, title ownership of each machine shall be retained by the Contractor, who shall be responsible for the equipment at all times and in all respects.
- 3.5.11** Any utility or structural upgrades to the facility required to place certain machines must be approved by the District in advance and funded by the Contractor. Funds needed for any upgrades shall not diminish in any manner the proposed financial proceeds to the District.
- 3.5.12** All equipment and utility or structural upgrades must comply with all local, state, and federal requirements.
- 3.5.13** Placement and operation of machines will be at the discretion of the District and must comply with Federal Child Nutrition Guidelines.
- 3.5.14** ECISD Schools shall neither own nor rent or lease the machines in conjunction with this Contract. Contractor shall bear all costs to deliver, install, and stock, maintain, repair and remove all vending machines placed under this Contract, including replacement machines.



## **RFP 24-22, SOFT DRINK VENDING MACHINE**

- 3.5.15** Edinburg Consolidated Independent School District will not obligate the Contractor to pay utility costs incurred to operate the vending machines, but Contractor will bear all other costs in connection with machine operation and related activities. Every effort shall be made by the Contractor to keep energy consumption to a minimum and comply with such conservation practices and Edinburg Consolidated Independent School District policies as may be appropriate.
  - 3.5.16** Edinburg Consolidated Independent School District shall not be liable for any loss, which may result from the interruption or failure of the power supply to any vending machine.
  - 3.5.17** Contractor shall maintain all vending machines in good working order when installed and thereafter to completion of the Contract.
  - 3.5.18** A preventative maintenance program by the Contractor should also be in place. Edinburg Consolidated Independent School District shall have no liability to Contractor for maintenance of the equipment or any damage to vending machines by a third party and Contractor shall not make any claim against, or seek recovery from, Edinburg Consolidated Independent School District for any loss or damage to the vending machines.
  - 3.5.19** Contractor MUST be available to service machines placed via this Contract from 8 a.m. through 4 p.m. Contract machines shall be repaired within eight (8) hours of a reported malfunction. Any request for service after 3 p.m. must be serviced no later than noon of the next workday.
  - 3.5.20** For purposes of this RFP, maintenance shall be construed to include a regular and ongoing cleaning and refreshing the appearance of each machine proper and the immediate area around the machines in terms of removing wrappers and related debris each time any unit is replenished and/or serviced for maintenance or repair.
  - 3.5.21** Continued maintenance, as described herein, will be a primary consideration of the continuation of this Contract, future Contract renewals and subsequent awards.
- 3.6** Contractor must promptly refund any monies lost by the public in vending machines operated by the Contractor under this Contract. Define this process in proposal.

## **4.0 FEES AND PAYMENT TERMS**

- 4.1** Proposer shall propose a commission rate, payable to Edinburg Consolidated Independent School District in accordance with the requirements and specifications as specified in this RFP.
- 4.2** No charges to Edinburg Consolidated Independent School District will be considered. The commission rate shall be firm for the entire Contract including renewals regardless of the costs of the vending items. Increases in commission rate are acceptable throughout the term of the Contract.
- 4.3** Edinburg Consolidated Independent School District will not assert a cost for the space used by the machine nor such utilities as may be needed to operate the machines and expects that factor to be considered in the commission rate.
- 4.4** Proposer may propose an alternate payment or compensation package to include, up front payment, scholarship offerings, drink donations, incentives, etc. Alternate payment or compensation package may be paid at the end of the contract year. Proposer shall stipulate



## RFP 24-22, SOFT DRINK VENDING MACHINE

the conditions for the alternate proposal. Alternate proposals may only be considered if deemed in the best interest of the District.

4.5 Proposers shall supply a full list of their available beverage product complete with a list of proposed charges for each item and must meet all requirements shown in Exhibit "A".

4.6 All machines should be delivered within fifteen (15) business days of notice of award.

**5.0 INFORMATION TO BE PROVIDED IN PROPOSAL - FORMAT AND NUMBER OF COPIES TO BE SUBMITTED:** In order to be considered for selection, Proposer must submit a complete response to this RFP. A copy of the Request for Proposal with attachments is not required to be submitted with the RFP submission. One (1) original and one (1) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Proposer.

- Proposal shall be signed by an authorized representative of the Proposer.
- Proposers shall include as part of their proposal responses to the following information at a minimum:
- A completed Vendor Response Sheet;
- A straightforward, concise description of capabilities to satisfy the requirements of the RFP or an alternate proposal package;
- Copy of a proposed Contract;
- References;
- A proposed beverage product list for all three (3) levels (elementary, middle, and high school)

### 6.0 REFERENCES

All Proposers shall include a list of a minimum of five references, for similar services only, which could attest to the Proposer's knowledge, quality of work, timeliness, diligence and flexibility. Include names, contact persons, and phone numbers of all references.

### 7.0 EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of the Proposals of those Proposers to be considered. Proposers are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- Financial – The potential revenue to the District;
- Ability to provide monthly financial reports;
- Ability to comply with the USDA Texas Public School Nutrition Policy guidelines;
- The reputation of the Proposer and of the Proposer's goods and services;
- The quality of the Proposer's goods and services;
- The vendor's past relationship with the District
- The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses
- The extent to which the goods or services meet the district's needs;
- Any other relevant factor specifically listed in the request for proposal;

### 8.0 EVALUATION OF PROPOSALS

District representatives will evaluate the Proposals. The evaluation of Proposals is based on requirements described in Section 5.0 through Section 8.0. All Proposals will be evaluated, and the District may request an interview with one or more of the highest ranked Proposers. The interview will allow the invited Proposers to further discuss their proposal with the District, and to respond to questions from the District.



## RFP 24-22, SOFT DRINK VENDING MACHINE

### 9.0 COMMUNICATION DURING EVALUATION

Under no circumstances shall any Proposer contact in person, by telephone, or otherwise any representative of the District without the authorization of Purchasing Services. Failure to comply with this provision may result in the disqualification of that entity from this procurement process.

### 10.0 TABULATION INFORMATION

10.1 Is available through our Edinburg CISD Open Records Center. Please use the link below to take you to the online center:

[https://ecisd.mycusthelp.com/WEBAPP/rs/\(S\(qqec5qkukchwdmhr4udr2ect\)\)/supporthome.aspx](https://ecisd.mycusthelp.com/WEBAPP/rs/(S(qqec5qkukchwdmhr4udr2ect))/supporthome.aspx)

11.0 **INSURANCE** – The successful bidder will be required to provide the following proof of insurance upon request:

11.1 The successful Contractor shall provide insurance to the District, naming the District as an Additional Insured, in compliance with the District Standard Insurance Requirements contained herein.

Coverage	Amount
a) Worker's Compensation (Required for work performed on District property)	Statutory Limits
b) Employer's Liability	
i) Bodily Injury by Accident	\$500,000 ea. Incident
ii) Bodily Injury by Disease	\$500,000 ea. Employee
iii) Bodily Injury Policy Limit	\$600,000 Policy Limit
c) Commercial General Liability	
i) Bodily Injury and Property Damage	\$1,000,000 ea. occurrence
ii) Personal and Advertising Injury	\$1,000,000 ea. occurrence
iii) General Aggregate	\$1,000,000
d) Business Automobile Liability (for all vehicles)	
i) Bodily Injury	
(1) Each Person	\$500,000
(2) Each Occurrence	\$600,000
ii) Property Damage	
(1) Each Occurrence	\$500,000
iii) Combined Single Limit	\$600,000

11.2 Successful Contractor will be required to provide original Certificates of Insurance evidencing the above-required insurance within twenty-one (21) days of notification of award and prior to the commencement of this Contract. Certificates of Insurance evidencing renewals, replacements, or any material changes in coverage of said policies of insurance are required to be submitted at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services. If above conditions are not met, the District reserves the right to award the next qualified Contractor.

11.3 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.

11.4 Any non-compliance with this section will result in termination of Contract.



**BID SHEETS**

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1. Provide a statement of interest with a concise description of your company's capabilities to satisfy the requirements of the RFP or an alternate proposal package.
2. Provide the contact person(s) that will service this account if awarded the Contract.

Primary Contact Person:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Other Contact Persons:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

3. What is the commission rate proposed?

Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_

4. What is the annual scholarship funding dollar amount proposed (if applicable)?

Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_

5. What is the annual product donation dollar amount proposed (if applicable)?

Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_

6. Will you offer products for student fundraiser sales at a discounted price? [ ] Yes [ ] No

7. If so, describe your fundraiser proposal. Include the discount percentage or discounted prices offered as well as the total annual dollar commitment amount for the three-year period. Describe how that dollar amount is calculated.

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



**RFP 24-22, SOFT DRINK VENDING MACHINE**

8. Describe any other considerations offered to the District through this proposal.

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9. Provide the prices for the following full-service vending products:

<b>Product</b>	<b>Units Per Case</b>	<b>Year 1 Price</b>	<b>Year 2 Price</b>	<b>Year 3 Price</b>
20 oz carbonated soft drink				
12 oz carbonated soft drink				
20 oz isotonic drink				
12 oz isotonic drink				
1 L water				
20 oz water				
12 oz water				
20 oz juice				
16 oz juice				
15.2 oz juice				
11.05 oz juice				
20 oz tea				
16 oz tea				
12 oz tea				
<b>Other Drinks – please specify below</b>				

10. Provide Nutritional Analysis and Sugar Content for each product listed above.

11. Provide the vend rates for Year 1, Year 2 and Year 3 for the following full service vending products.

<b>Product</b>	<b>Units Per Case</b>	<b>Year 1 Price</b>	<b>Year 2 Price</b>	<b>Year 3 Price</b>
20 oz carbonated soft drink				
12 oz carbonated soft drink				
20 oz isotonic drink				
12 oz isotonic drink				
1 L water				
20 oz water				
12 oz water				
20 oz juice				
16 oz juice				
15.2 oz juice				
11.05 oz juice				
20 oz tea				
16 oz tea				
12 oz tea				
<b>Other Drinks – please specify below</b>				

REFERENCE FORM

Include a minimum of five (5) school district references with which you are currently doing business with for a period of two years or more.

1.

School District:

Contact Person:

Address:

Phone:

2.

School District:

Contact Person:

Address:

Phone:

3.

School District:

Contact Person:

Address:

Phone:

4.

School District:

Contact Person:

Address:

Phone:

5.

School District:

Contact Person:

Address:

Phone:



**EXHIBIT "A"**  
**VENDING MACHINE LOCATIONS**

RFP 24-22, SOFT DRINK VENDING MACHINE

CAMPUS/DEPARTMENTS	ESTIMATED # OF MACHINES
AUSTIN ELEMENTARY	1
AVILA ELEMENTARY	2
BARRIENTES MIDDLE SCHOOL	1
BETTS ELEMENTARY	1
BREWSTER SCHOOL	1
CANO/GONZALEZ ELEMENTARY	1
CANTERBURY ELEMENTARY	2
CAVAZOS ELEMENTARY	1
CRAWFORD ELEMENTARY	1
DE LA VINA ELEMENTARY	2
ECONOMEDES HIGH SCHOOL	7
EDINBURG HIGH SCHOOL	8
EISENHOWER ELEMENTARY	1
EDINBURG NORTH HIGH SCHOOL	4
ESCONDON ELEMENTARY	1
ESPARZA ELEMENTARY	2
FLORES-ZAPATA ELEMENTARY	1
FREDDY GONZALEZ ELEMENTARY	1
GARZA MIDDLE SCHOOL	3
GORENA ELEMENTARY	2
GUERRA ELEMENTARY	1
HARGILL ELEMENTARY	1
HARWELL MIDDLE SCHOOL	3
JEFFERSON ELEMENTARY	1
JOHNSON ELEMENTARY	1
KENNEDY ELEMENTARY	2
LEE ELEMENTARY	1
LINCOLN ELEMENTARY	2
LONGORIA MIDDLE SCHOOL	5
MAGEE ELEMENTARY	1
MEMORIAL MIDDLE SCHOOL	3
MONTE CRISTO ELEMENTARY	2
RAMIREZ ELEMENTARY	1
SAN CARLOS ELEMENTARY	1
SOUTH MIDDLE SCHOOL	2
TRAVIS ELEMENTARY	1
TREVINO ELEMENTARY	1
TRUMAN ELEMENTARY	2
VELA HIGH SCHOOL	4
VILLARREAL ELEMENTLARY	1
ZAVALA ELEMENTARY	2
CHILD NUTRITION	1
CAREER & TECHNOLOGY	1
CAREER CENTER	1
MAINTENANCE & FACILITIES	3
EDINBURG ACADEMY	1
FIXED ASSETS WAREHOUSE	1
STADIUM	0
ADMINISTRATION/TECHNOLOGY	1
TRANSPOTATION	3
POLICE DEPARTMENT	1
JUVENILE DETENTION CENTER	1
<b>TOTAL</b>	<b>95</b>