



18-26 Addendum 3

District Wide Snack Vending Service

Issue Date: 9/16/2026

Questions Deadline: 9/24/2026 08:00 AM (CT)

Response Deadline: 10/20/2026 01:00 PM (CT)

Contact Information

Address: Procurement & eCommerce
Suite 317

8961 Tesoro Dr.
San Antonio, TX 78217

Email: procure@neisd.net

Event Information

Number: 18-26 Addendum 3
Title: District Wide Snack Vending Service
Type: Request for Proposal
Issue Date: 9/16/2026
Question Deadline: 9/24/2026 08:00 AM (CT)
Response Deadline: 10/20/2026 01:00 PM (CT)
Notes: North East Independent School District (NEISD) is seeking proposal responses for the following products or services:
District Wide Snack Vending Service
in accordance with the instructions, terms and conditions, and requirements/specifications contained in this Solicitation.

Bid responses are due on or before 1:00 P.M. Central Standard Time on Thursday, October 20, 2026 without exception.

Proposals received after the specified time and date above will not be considered.

NOTE: This is not an order, it is a Request for Proposal. North East ISD does not guarantee any purchase quantities or dollar amounts. Purchases will be made on an as needed basis.

Although the District is legally required to accept paper bids, we strongly request that bidders submit this bid electronically through this eBidding platform. Respondents must register as a supplier to be able to respond electronically. For assistance with this submittal, please call 210-407-0175.

Thank you for your interest in doing business with North East ISD!

Ship To Information

Address: Procurement & eCommerce
Suite 317
8961 Tesoro Dr.
Suite 317
San Antonio, TX 78217
Phone: (210) 407-0175
Email: procure@neisd.net

Billing Information

Address: Accounts Payable
Suite 207
8961 Tesoro Dr.
Suite 207
San Antonio, TX 78217
Phone: (210) 407-0186
Fax: (210) 804-7122
Email: accountspayable@neisd.net

Bid Attachments

Supplier Response Quick Tutorial.pdf

[View Online](#)

Refer to this Supplier Response tutorial if you have any questions on how to create and submit a bid response.

North East ISD Bids Terms and Conditions.pdf

[View Online](#)

The attachment contains NEISD's Bid Terms and Conditions that apply to all NEISD bid solicitations.

NEISD_Insurance Requirements_10272022.pdf

[View Online](#)

Proposers must carry and provide proof of insurance that meets the requirements established by NEISD. Proof of insurance coverage must be submitted with the proposal. Failure to provide proof of required insurance coverage could result in the disqualification of the offer. Only upon award must NEISD be listed as an additional insured.

HB_1295_instructions.pdf

[View Online](#)

CERTIFICATE OF INTERESTED PARTIES (HB 1295 FORM) Section 2252.908 of the Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form. More information can be located at the following site: <https://www.ethics.state.tx.us/tec/1295-Info.htm> NOTE: Use the RFP number when you are asked to fill in the identification number. Enter North East ISD when you are asked for the name of the governmental entity or state agency.

Form_CIQ_with_Instructions.pdf

[View Online](#)

Blank Conflict of Interest Questionnaire

Hold_Harmless_Agreement_Form.pdf

[View Online](#)

Hold Harmless Agreement must be signed, notarized and returned with proposal.

Contractor Fingerprinting Packet.pdf

[View Online](#)

This packet contains the documents required for contractors/vendors to provide services at any NEISD location. If provided services require you to work with or be in close proximity to students, it is mandatory that you complete the fingerprinting process prior to beginning work for the District. Using NEISD's Local Education Entities (LEE) Service Code Form (attached), schedule fingerprinting appointments for yourself and/or each of your employees who will work with or in close proximity to students. After you and/or your employees have been fingerprinted, it is mandatory that you provide a completed CONTRACTOR/CONSULTANT AFFIDAVIT (submit one for each employee) to the campus or department you have a contract with or will have a contract with.

Pre-Employment_Pre-Service_Affidavit_English.pdf

[View Online](#)

Optional Pre-Employment/Pre-Service Affidavit

Respondents may submit completed SB 571 Pre-Employment/Pre-Service Affidavits for individuals anticipated to provide services involving direct contact or interaction with students under the resulting contract. Submission with the bid/proposal is optional and is not required for a responsive bid/proposal. **Applicable individuals must complete the affidavit before providing services to NEISD.**

Respondents may proactively submit completed SB 571 Pre Employment/Pre-Service Affidavits for individuals anticipated to provide services under the the bid solicitation.

Vendor_Inquiry_Form.pdf

[View Online](#)

Blank Vendor Inquiry Form.

District Boundary Map.pdf

[View Online](#)

This map shows all district campus locations.

Snack Machine Facilities 2.docx

[View Online](#)

This is a list of all facilities (including addresses) requiring a vending machine.

Snack List.pdf

[View Online](#)

Please provide a list of proposed snack items for each category of machine for upload under the Response Attachments tab.

w-9.pdf

[View Online](#)

W-9

Requested Attachments

Completed Proof of Insurance

(Attachment required)

Please upload a copy of your current Certificate of Insurance. Only upon award must NEISD be listed as an additional insured.

HB 1295- Certificate of Interested Parties

(Attachment required)

Please upload a copy of your signed and completed form from the Texas Ethics Commission.

Completed Conflict of Interest Questionnaire (CIQ)

(Attachment required)

Please upload a completed Conflict of Interest Questionnaire (CIQ).

Completed Hold Harmless Agreement

(Attachment required)

Please attach your signed and notarized Hold Harmless Agreement

Completed Contractor Fingerprinting Packet

Please complete, sign and upload a copy of the completed Contractor Fingerprinting Packet.

Pre-Employment/Pre-Service Affidavit

Respondents may submit completed SB 571 Pre-Service Affidavits for individuals anticipated to provide services involving direct contact or interaction with students under the resulting contract. Submission with the bid/proposal is optional and is not required for a responsive bid/proposal. **Applicable individuals must complete the affidavit before providing services to NEISD.**

Vending Machine Physical Specifications

(Attachment required)

Please include (if any) brochures, pictures or documents containing the physical specifications of the vending machines to be provided in this proposal here as outlined in Attribute #42.

Snack Product Listing and Nutrition Labels

(Attachment required)

Upload your proposed snack list and the corresponding Nutrition Labels here.

Monthly Vending Activity Report

(Attachment required)

Please provide a sample of a Monthly Vending Activity Report, as outlined in attribute#55.

Remuneration Schedule

(Attachment required)

Please provide a detailed schedule that includes anticipated remunerations at different levels of volume for each of the following categories: elementary schools, middle school, high schools, satellite facilities. Please see Attribute #8.3 for additional details.

Incentives

(Attachment required)

Please provide a detailed description of incentives offered by the vendor to NEISD to be included in this proposal, as outlined in Attribute #56.

Completed Vendor Inquiry

(Attachment required)

Please upload a completed Vendor Inquiry Form.

Completed W-9

(Attachment required)

Please upload a completed W-9 Form.

Bid Attributes

1 *****

ABOUT NORTH EAST ISD

North East Independent School District (NEISD) is a governmental entity, which directly operates and administers public elementary and secondary schools. NEISD is located in San Antonio, Bexar County, TX and encompasses 133 square miles in north and northeast Bexar County. The majority of the District lies within the boundaries of the city of San Antonio, but several smaller communities are encompassed within NEISD, including the cities of Castle Hills, Hill Country Village, Hollywood Park, and Windcrest. The District includes 44 elementary schools, 13 middle schools, 3 middle school magnet programs, 8 high schools, Academy of Creative Excellence, and several high school magnet programs. We service approximately 52,200 students with a workforce of approximately 8,500 employees. NEISD has continuously been in existence since March 1955.

2 Bid Instructions

North East Independent School District ("North East ISD", "NEISD", or "District") is soliciting offers for the goods and/or services as specified in this document. This proposal may be used with local, state, federal, and grant funded programs.

There are attributes, including this one, associated with this solicitation. Some are notes and require no response, but most have a required response.

This document and all supporting documents should reflect the legal name of the individual or business entity as it appears on the W-9 and corporate documents.

NOTE: Navigate through each page on the right-hand side of the blue bar below (bottom of this list of attributes) in order to view the next page of Bid Attributes.

Error Check- To ensure a complete response, you can confirm what items are missing or need responses by running an error check on your response before submitting. This will identify any missing attachments, attributes not acknowledged and/or lines not responded to. You can run the error check as many times as you need to prior to submitting.

3 Scope and Purpose

North East Independent School District (NEISD) is soliciting a **District Wide Snack Vending Service** to comply with the USDA Nutrition Standards for Foods sold in Schools and is promoting a healthier learning environment in schools and in accordance with the instructions, terms and conditions and requirements/specifications contained in this Solicitation. All snack machines will be assigned to specified areas in all middle schools and high schools. Elementary schools will require snack-vending service in **the teachers' lounge areas only**.

The successful proposer must adhere to all regulations of USDA and NEISD as listed in proposal. Proposer will be responsible for delivery/removal of snack machines as determined by NEISD over the course of the proposal. All snack machines must be filled with snacks that meet the proposal specifications. All items to be placed in snack machines must be pre-approved by the Executive Director of School Nutrition Services or designee. Any change in pre-approved list must be authorized by same. **Nutritional documentation must be submitted with each item proposed for placement. This will ensure proper USDA and NEISD guidelines are followed.**

This bid is for Snack Food Vending Only, proposals that include any beverage products will not be accepted.

The successful proposer will perform repair service or refill of machines within 24 hours of notice of service.

NEISD reserves the right to waive any irregularities or formalities in this proposal.

4 Bid Award

After RFP results have been evaluated and upon board approval by the Board of Trustees, awarded vendor will be notified via email.

Contracts for purchases will be put into effect by means of purchase orders issued by the Executive Director of Procurement & eCommerce. Please review the Purchase Order Terms and Conditions included in the Attachments section.

NEISD does not guarantee any purchase quantities or dollar amounts. Actual purchases may be greater than, less than, or equal to the estimated quantities, including no purchase at all. NEISD reserves the right to reject any or all proposals, waive minor informalities or irregularities, and accept the proposal deemed to be in the best interest of the District.

5 Contract Term

North East Independent School District is interested in a multi-year contract with an initial term of three (3) years and two (2) additional one-year annual renewals for a maximum of five (5) years and reserves the right to negotiate the term of the contract with the awarded company. In the event the contract term expires prior to the award of a new contract, the terms and conditions of this contract will be extended and remain in effect until the award of a new contract. NEISD has the right to rebid at any time for any reason.

6 Questions

Any explanation desired by a Proposer regarding the meaning or interpretation of this solicitation, or any forms included herein, must be requested in lonwave by the due date listed in the *Event Details* Tab. **NEISD will not accept questions by phone, email, or any means other than lonwave. All verbal instructions are non-binding.** Only written addenda issued through the District's e-bidding platform shall be binding.

Restricted Vendor Communications:

From the issuance of this RFQ until a contract is awarded or the solicitation is closed, all vendor communications regarding this RFQ must be directed only to the District's Procurement Department as mentioned above. Vendors may not communicate with Board members, administrators, principals, department staff, or evaluators involved in this solicitation. Any violation of this policy may result in disqualification. This requirement aligns with Texas Education Code §§44.031 and 44.0352, Texas Education Agency's (TEA) Limited Contact Policy, State Auditor's Office (SAO) recommendations on procurement integrity, and Texas Government Code §2261.302.

7 *****

Specifications

8 General Specifications

NEISD is tobacco-free, drug-free, weapon-free and alcohol-free. It is the responsibility of the proposer to assure NEISD that proposer employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. **If an employee of proposer is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the proposer will be notified at once by NEISD that the employee must be immediately removed from all NEISD campuses. Repeated offenses by employees of proposer could result in cancellation of the contract with NEISD. This factor will be considered at the time of extension contract. NEISD Regulations [Regulation GKG(R)] require that any persons/volunteers with frequent contact with students must have criminal history checks. Frequent contact is defined as someone who works/volunteers in the facility on more than three (3) occasions in a school year. The successful proposer(s) will allow NEISD to review DPS checks to verify compliance with regulation, upon request.**

The contractor shall thoroughly investigate the background of each employee assigned to NEISD property and shall not assign any employee on a full or part-time basis who has been convicted of a felony or crime involving moral turpitude or any relationship with a child.

When personnel are on the campus, there should be no contact or interaction with students.

Contracted employees are required to wear long pants or shorts and uniform shirts. Employees must wear a company identification badge at all times. No offensive logos or wording is allowed on any attire. Serviceable closed-toe shoes are required, preferably standard work shoes. Tennis shoes are acceptable. However, sandal-type or flip-flop shoes are not acceptable dress. Plain or company logo baseball type hats are acceptable provided they contain no offensive logo or wording. Any contracted employee reporting to an NEISD site in unacceptable attire will be required to leave immediately. **NEISD will immediately notify proposer of the violation.** The employee may return the next day, if properly attired. **Repeated offenses by employees of proposer could result in cancellation of the contract with NEISD.**

Contracted employees must be able to communicate in the English language.

9 Scope of Work

8.1 Portion Size and Nutrition Standards

The maximum snack portion size restrictions listed below pertain to all foods served or made available to students on school campuses, which are governed by USDA regulations. **This excludes elementary school teacher lounges and satellite facilities.** Elementary school lounges are available to teachers only. However, NEISD reserves the right to restrict foods available in teacher lounges at any time.

ELEMENTARY SCHOOLS

Elementary School campuses are prohibited from serving or providing access for students to food items anywhere on school premises until 30 minutes after the last scheduled class. **Therefore, only the teachers' lounges will have vending machines placed in them on the elementary level.**

MIDDLE SCHOOLS

Middle School campuses are prohibited from serving or providing access for students to food items anywhere on school premises until 30 minutes after the last scheduled class.

Vending machines located on the middle school campuses with the exception of those in the teachers' lounge, may not be activated until 30 minutes after the last scheduled class has ended. The District will have sole approval for the placement of all vending machines.

The following nutrition standards for all vended snacks:

- Be a "whole grain-rich" grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable

Snack item must also meet several nutrient requirements:

- Calorie limits: ≤ 200 calories
- Sodium limits: ≤ 200 mg
- Total fat: ≤35% of calories; Saturated fat: < 10% of calories; Trans fat: zero grams
- Sugar limit: ≤ 35% of weight from total sugars in foods

The following web site will aid assist vendors in determining if a snack item is compliant with the USDA's snacks in schools nutrition guidelines:

<https://foodplanner.healthiergeneration.org/calculator/>

All snack items placed in vending machines must contain nutrition labels. A copy of each snack food label must be submitted to the Executive Director of School Nutrition Services prior to being placed in vending machines. Snack food items can only be placed in vending machines after the successful proposer has received written approval from the Executive Director of School Nutrition Services or designee.

The successful proposer will have 24 hours to remove all unauthorized, unapproved food items from vending machines throughout the District. Failure to do so could result in penalties. This condition will be strictly enforced.

HIGH SCHOOLS

High schools are prohibited from serving or providing students access to food items during all meal service times. Therefore, vending machines located on the high school campuses with the exception of those in the teachers' lounge, must be on a timer or not be activated until after the last scheduled lunch period has ended. The District will have sole approval for the placement location of all vending machines.

The following nutrition standards for all vended snacks:

- Be a "whole grain-rich" grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable

Snack item must also meet several nutrient requirements:

- Calorie limits: ≤ 200 calories
- Sodium limits: ≤ 200 mg
- Total fat: ≤35% of calories; Saturated fat: < 10% of calories; Trans fat: zero grams
- Sugar limit: ≤ 35% of weight from total sugars in foods

The following web site will aid assist vendors in determining if a snack item is compliant with the USDA's snacks in schools nutrition guidelines:

<https://foodplanner.healthiergeneration.org/calculator/>

All snack items placed in vending machines must contain nutrition labels. A copy of each snack food label must be submitted to the Executive Director of School Nutrition Services prior to being placed in vending machines. Snack food items can only be placed in vending machines after the successful proposer has received written approval from the Executive Director of School Nutrition Services or designee.

The successful proposer will have 24 hours to remove all unauthorized, unapproved food items from vending machines throughout the District. Failure to do so could result in penalties. This condition will be strictly enforced.

ADMINISTRATIVE OFFICES/SATELLITE FACILITIES

Administrative offices and satellite facilities are not subject to USDA regulations. Product selection will be at the recommendation of the vendor with NEISD approval.

NEISD has two facilities in the District that hosts large numbers of meetings. NEISD would like the proposer to provide a food vending machine at these locations in addition to a snack vending machine.

Food vending machines should offer items such as cold sandwiches, soups, microwaveable foods, burritos, hot pockets, etc. Products can be breakfast/lunch/dinner type items.

All snack items placed in vending machines must contain nutrition labels. A copy of each snack food label must be submitted to the Executive Director of School Nutrition Services prior to being placed in vending machines. Snack

food items can only be placed in vending machines after the successful proposer has received written approval from the Executive Director of School Nutrition Services or designee.

The successful proposer will have 24 hours to remove all unauthorized, unapproved food items from vending machines throughout the District. Failure to do so could result in penalties. This condition will be strictly enforced.

Availability of Snack Machines

All snack machines will have built-in timers or have timers plugged into the electrical outlet. The Executive Director of School Nutrition Services or designee will determine the times/days of operations for the middle schools and high schools. **This condition will be strictly enforced.** It is not necessary for snack machines located in teachers' lounges or satellite facilities to be placed on timers.

Compliance and Penalties

The Texas Department of Agriculture aggressively enforces and monitors compliance with competitive food regulations. **When the successful proposer is found to be at fault for the violation (e.g. placement of non-approved food in machines, machines operational at prohibited times), said vendor shall reimburse NEISD School Nutrition Services for any lost revenue and provide a documented action plan to ensure the violation will not be repeated. Documentation of violation will be provided to vendor with request for reimbursement.**

8.2 Service of Vending Machines

Proposer must be able to respond to machine service calls throughout the District within 24 hours of the effective placement of the call. As campuses are used for District activities on weekends, unanticipated snack refills will be on an as-needed basis. As needed refill service must be provided the day requested by the campus. However, if the request is made after 3:00 p.m., service must be provided by 9:00 a.m. the next morning.

Successful proposer will inform the Campus Principal of vendor's maintenance numbers for repair and/or unscheduled refills. Because of the size of the District, it is anticipated the successful proposer will have several authorized employees servicing the machines. The names and phone/pager numbers of authorized service employees must be included in the proposal. Changes to the authorized service personnel list must be communicated, in writing, to the Executive Director of School Nutrition Services (sgloss@neisd.net) and/or their designee. Each school will be apprised of their service person and phone number.

If service personnel are other than regular route person, service personnel must follow all proposal specifications (i.e. uniforms, identification tags, no contact with students, etc.).

8.3 New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from NEISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. NEISD may reject any proposed additions, without cause, in its sole discretion.

8.4 Product Recall

If a product recall is instituted on an item that has been furnished and delivered to NEISD, the supplier will immediately notify the Procurement Department by e-mail or in writing with all pertinent information of recall. Supplier shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of food and drinks from the commercial and consumer marketplace. Supplier shall have a process in place to effectively respond to a product recall. The process must include accurate and timely communications to NEISD and assurance that unsafe products are identified and removed from NEISD sites in an expedient, effective, and efficient manner. Supplier will be responsible for all costs associated with replacing product, shipping charges, and/or product credit.

All goods are subject to inspection and return, at the expense of the vendor if found to be non-conforming to the award.

8.5 Renumeration

Proposer should offer remuneration to the District. Past experience indicates snack vending machines placed in elementary schools will be far less in volume than those placed at the middle and high school level. Proposer should list anticipated remuneration at different levels of volume. Commission remuneration should be based on gross sales. The proposed list should be divided by elementary schools, middle schools and high schools. List should include type of foods and brand and proposed price with proposed commissions and/or other applicable forms of compensation on sales of vending machine products. NEISD reserves the right to negotiate any and all remuneration as products sales rise over the period of a school year.

The percent commission of gross sales for remuneration will remain constant throughout the length of the proposal. The price of vending machines foods must remain constant for the first school year of the contract. Any increase in the amount NEISD students/employees are charged for vending machine items must be approved in advance. Requests for any increase in prices are to be in writing to the Executive Director of Food Service or designee. **Vendor must have approval from the Executive Director of School Nutrition Services or designee BEFORE any price increase is implemented.**

A monthly report, by location and machine number, must show sales amounts, number of items sold by name with total remuneration listed, etc. Final detailed report information will be negotiated upon award with successful proposer. This list should be emailed to the Bid Coordinator (procure@neisd.net) or designee.

Commissions will be paid monthly. All commission payments must be sent to the Procurement & eCommerce department within 15 days after the end of the month.

A remunerations schedule is required as part of proposer's Response Attachments.

8.6 School Locations

Attached is a listing NEISD campuses and administrative offices that will require snack machine vending services. NEISD reserves the right to add or remove sites as needed with no penalty to the District. The machines will be located in approximately 67 different District locations and approximately 7-10 satellite locations. However, NEISD reserves the right to add or delete sites as necessary covering 133 square miles.

1
0

COMPANY INFORMATION

1
1

Legal Company Name

Please list your legal company name as it appears on corporate documents and your W-9.. If you are a sole proprietorship, sole tradership, individual entrepreneurship or proprietorship, please enter the owner's name. **All submitted documents should reflect your legal name.**

(Required: Maximum 1000 characters allowed)

1
2**Type of Business**

We refer any questions in this section to the IRS.gov website.

- Sole Proprietorship -- Someone who owns an unincorporated business by themselves.
- Partnership -- A relationship existing between two or more persons who join to carry on a trade or business.
- International Business -- Foreign businesses with activities in the U.S. or domestic businesses with activities outside the U.S.
- Corporation -- A legal entity that is separate and distinct from its owners.
- S Corporation -- Corporations that elect to pass corporate income, losses, deductions, and credits through to their shareholders for federal tax purposes.
- Limited Liability Company or LLC -- A corporate structure whereby the members of the company cannot be held personally liable for the company's debts or liabilities.

☐ Individual/Sole Proprietor or Single-Member LLC ☐ Partnership ☐ International Business

☐ C Corporation ☐ S Corporation ☐ Limited Liability Company or LLC

(Required: Check only one)

1
3**Number of Employees**

(Required: Maximum 1000 characters allowed)

1
4**How long has your company been in existence?**

(Required: Maximum 1000 characters allowed)

1
5**If your company will be using a DBA for this specific RFP, please provide it here.**

(Doing Business As)

(Optional: Maximum 1000 characters allowed)

1
6**If your company has any affiliates, list them here.**

Companies are affiliated when one company is a minority shareholder of another.

(Optional: Maximum 1000 characters allowed)

1
7**Parent Company Information**

If your company is a subsidiary, please indicate your parent company here.

(Optional: Maximum 1000 characters allowed)

1
8**Felony Conviction Notification**

Texas Education Code, 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 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." Is your firm owned or operated by anyone who has been convicted of a felony? **This statement is not required by a publicly held corporation.**

☐ Yes, firm owned by someone convicted of a felony.

☐ No, firm not owned by someone convicted of felony.

☐ N/A - Publicly held corporation

(Required: Check all that apply)

1
9**Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. if not applicable enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

2
0**Company Contact Representative**

Please list your contact name, phone number with extension, and email. You can list more than one contact person if needed.

(Required: Maximum 1000 characters allowed)

2
1**Resident Bidder Status**

Does your company have it's principal place of business in the state of Texas; or does your company employ at least 500 persons in the state of Texas?

☐ Yes

☐ No

(Required: Check all that apply)

2
2**Vendor Experience**

Please provide a narrative of your understanding of the required snack services, products, and support as well as a positive commitment to provide the necessary services, products, and support.

(Required: Maximum 4000 characters allowed)

2
3**Experience in Similar Projects**

Please provide three (3) non-North East ISD references for whom the Proposer has provided substantially similar products, goods and/or services. Educational and governmental agencies are preferred. Failure to provide applicable references may cause the proposal to be considered non-responsive. **This section will be used for evaluation purposes.**

2
4**1. Reference**

List your reference company name, contact representative name, address, telephone number, email address and a brief description of the product/services provided.

(Required: Maximum 1000 characters allowed)

2
5**2. Reference**

List your reference company name, contact representative name, address, telephone number, email address and a brief description of the product/services provided.

(Required: Maximum 1000 characters allowed)

2
6**3. Reference**

List your reference company name, contact representative name, address, telephone number, email address and a brief description of the product/services provided.

(Required: Maximum 1000 characters allowed)

2
7

STANDARD ATTRIBUTES2
8**North East ISD Bid Terms and Conditions**

North East ISD Bid Terms and Conditions are provided in an attachment to the solicitation. Carefully read the attachment.

☐ I have read the bid terms & conditions attachment

(Required: Check all that apply)

2
9**Deviations and Exceptions**

If your company intends to deviate from the Specifications listed within the bid or in the attached documents, all such deviations and exceptions must be uploaded under the response attachment tab, with complete and detailed conditions and information included. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications. The District will consider any deviations or exceptions in its bid award decisions. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (not applicable).

☐ Yes, I understand and agree.

(Required: Check all that apply)

Contract Sharing - Interlocal Agreements

CTPA Membership

North East ISD is a member in good standing of the of the Central Texas Purchasing Alliance, an alliance of over 100 school districts in Texas representing millions of students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

- **Adoption of Awarded Contracts.** In support of this collaborative effort, all awards made by North East ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
- **Document Sharing between Members.** To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.
- **Adopted Contract Management.** The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

Interlocal Agreements

North East Independent School District participates in interlocal agreements with Judson ISD, San Antonio ISD and Northside ISD. Awarded vendors agree to extend proposal pricing to Judson ISD, San Antonio ISD and Northside ISD. North East ISD does not guarantee the use of this proposal, use will be at the discretion of Judson, San Antonio, and Northside ISD's. Any contract resulting from this agreement is strictly between the individual districts and the proposer.

Records Management

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a school district, it shall make a good faith effort to work with school districts to provide such information and to satisfy such requirements as may apply to a particular school district purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ Yes, I agree.

☐ No, I do not agree.

(Required: Check all that apply)

3
2 **Evaluation Criteria**

It is not the policy of the North East ISD to purchase based on low proposals alone. Quality and suitability to purpose being controlling factors, the District reserves the right to select on these and other applicable criteria listed below by whatever means may be determined to result in the best value to the District. The following criteria shall be used to evaluate each proposal:

1. the purchase price (20 points);
2. the reputation of the vendor and of the vendor's goods and services (5 points);
3. the quality of the vendor's goods or services (20 points);
4. the extent to which the goods or services meet the District's needs (5 points);
5. the vendor's past relationship with the District, if any (5 points);
6. the total long-term cost to the District to acquire the vendor's goods and services (20 points);
7. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least five hundred (500) persons in this state (5 points); and
8. any other relevant factor specifically listed in the request for bids or proposals (20 points).

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TEXAS GOVERNMENT CODE ACKNOWLEDGEMENTS

These are required disclosures by Texas Government Code.

3
4 **Certification Regarding Boycotting Israel**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2271 of HB 89 in the 2017 TX Legislative Session, the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott Israel and will not boycott Israel during the term of the contract. For purposes of this contract, the term "company" shall mean 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. The term "boycott Israel" shall mean "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. See *Tex. Gov't Code* § 2271.002.

☐ Yes, I understand and agree.

☐ No, I do not agree.

☐ N/A - Company is exempt.

(Required: Check all that apply)

3
5**Certification Regarding Boycotting Certain Energy Companies**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.

☐ Yes, I understand and agree.

☐ No, I do not agree.

☐ N/A - Company is exempt.

(Required: Check all that apply)

3
6**Certification Prohibiting Discrimination Against Firearm and Ammunition Industries**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

☐ Yes, I understand and agree.

☐ No, I do not agree.

☐ N/A - Company is exempt.

(Required: Check all that apply)

3
7**Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure**

NEISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by NEISD for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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 (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See *TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.)*. The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

☐ Yes, I understand and agree.☐ No, I do not agree.*(Required: Check all that apply)*3
8**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

NEISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 *CFR § 200.216*.

☐ Yes, I understand and agree.☐ No, I do not agree.*(Required: Check all that apply)*3
9**Non-Abortion Provider or Affiliate**

Pursuant to Texas Government Code Chapter 2273, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship.

By submitting a proposal in response to the request for proposal, you are certifying to the District that you or your company do not have such an affiliation or contractual relationship.

☐ Yes, I understand and agree.☐ No, I do not agree.*(Required: Check all that apply)*4
0

PROPOSAL REQUIREMENTS

VENDING MACHINES**Vending Machine Specifications**

- Vendor must provide new or reconditioned vending machines only.
- Uniform in height and attractive looking to blend into modern surroundings.
- Vending machines must be free standing and energy efficient.
- NEISD shall not be required to illuminate vending machines. Low or no light preferred.
- Vendor shall cooperate and assist NEISD in its energy management programs and policies.
- All machines must meet or exceed "ALL" safety requirements for federal, state and local government.
- NEISD shall not be required to make or pay for capital improvements or to provide additional plumbing, electrical or other connections or services for vending machines unless approved and agreed to by NEISD in writing.
- All machines shall have adequate change and product for the day's business.
- Vending machine must be equipped with a dollar bill changer and credit/debit card reader.
- All machines accessible by students must be equipped with "lock outs"(or timers) to enable the schools to comply with the U.S. Department of Agriculture competitive food regulations. Any machines found not equipped with "lockouts" will be identified to the vendor for immediate replacement of machine with a comparable "lockout" compliant machine, installation of a "lockout" mechanism on said machine or removal of the machine missing the "lockout" mechanism. Missing "lockouts" on multiple vending machines or a vendors failure to remedy the issue could justify immediate cancellation of contract.

Please provide (if any) brochures, pictures, or documents of the vending machines that will be provided in this proposal.

Do you understand this attribute and agree to upload (if any) brochures,pictures, or documents of the vending machines that will be provided in this proposal under the response attachment tab?

☐ Yes, I understand and agree.

(Required: Check all that apply)

4
3**Vending Locations**

The District currently has 130 vending machines throughout the District, see Snack Machine Facilities attachment. Snack vending machines will be assigned to specified areas in all middle and high schools. Elementary schools will require snack vending machines in the teacher's lounge area only. NEISD reserves the right to add or remove sites as needed with no penalty to the District. This bid will also include new campuses and facilities that are added during the contract. As new campuses are added, snack vending equipment and services will be provided and current pricing and incentives will be incorporated into the contract.

Locations exempt from this contract include:

- Cafeteria lines at each campus
- School buses
- Blossom Athletic Center
- Girls Softball Complex at Wood MS
- Any other facilities or locations identified by NEISD

A District map or campuses is included in the District Boundary Map. The District will retain control over the quantity and location of vending machines.

CHANGE AND ELIMINATION OF MACHINE LOCATIONS

The vendor agrees to change machine locations upon consultation with the building administrator and the Procurement Department and after agreement between vendor and administrators as to the advisability of such changes. The district reserves the right to discontinue locations in the best interest of the district, its students, and the vending machine operator. The district will be the sole judge in such cases. Vendor will reserve the option to remove machines whose sales volume is too low to be justifiable.

The Vendor acknowledges that the Vendor is responsible for, and is taking all risk with respect to any reduction of gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of nature, changes to the District or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, changes to the athletic or extracurricular program or schedule, machine failure (refunds), other acts beyond the District's control, and actions within the District control that are necessary for sound educational reasons (e.g., relocation of vending machines) and that are considered typical for public school systems. No reduction in gross sales attributable to such factors shall constitute a basis for reducing or renegotiating any other payments to the District.

☐ Acknowledged

(Required: Check all that apply)

4
4**Vending Machine Security**

NEISD is not responsible for the security of the machines. Vending machines will be placed in the designated locations at the sole risk of the company and the district will in no way be liable for destruction or theft of the property of the vendor through vandalism or any other cause. While site administrators will make every reasonable effort to assist in minimizing damage and/or loss from vandalism or theft, the District will bear no monetary responsibility for damage to Vendors' property or loss of Vendors' product. No keys will be kept in the building.

☐ Acknowledged

(Required: Check all that apply)

4
5**Advertising**

NEISD reserves the right to review and approve all advertising, including wording, content, graphics, size, type, and location thereof. The awarded vendor shall not use NEISD facilities, insignia, or personnel in any general advertising campaigns without the express written consent of NEISD. The awarded vendor may display NEISD approved advertisements only on vending machines and from time-to-time, other such places as approved by NEISD.

☐ Acknowledged

(Required: Check all that apply)

SUPPORT AND SERVICE

Awarded vendor will supply, install, maintain, service, stock, operate and remove all beverage vending machines at each vending location, as specified below.

Vendor Services

Awarded vendor is responsible for obtaining and keeping current all licenses, permits, governmental approvals and all applicable sales tax. The District requires a "full service" program whereby the awarded vendor will provide all services for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission checks to each campus by the 15th of the following month for the previous month's sales.

INSTALLATION OF MACHINES

The successful vendor will be required to furnish all equipment and labor necessary to install the machines in the locations designated by the district at no additional expense to NEISD. The successful vendor will be responsible for all damages to school property caused by the equipment or vending personnel. NEISD shall not be required to make or pay for capital improvements or to provide additional plumbing, electrical or other connections or services for vending machines unless approved and agreed to by NEISD in writing. Improvements will be coordinated with the Maintenance Department.

The successful vendor must agree to add additional vending machines should the District deem it necessary or desirable during the life of the proposed agreement, with the understanding that the same percentage of commission will be paid as agreed in the proposed agreement.

The District will give the successful company adequate notice of such new locations so that additional machines can be secured. The District makes no warranty regarding the number of additional locations that may be authorized under the proposed agreement.

Upon award, the awarded vendor will work with the Procurement Department to create an efficient and timely installation schedule. The Procurement Department will coordinate the removal of existing vending machines if need be.

STOCKING THE MACHINE

All items stocked in the vending machines must be fresh items. No expired items will be accepted. The awarded vendor will promptly reimburse all locations for all items found to be expired and/or of unsatisfactory quality. The District intends to provide nutritional snacks. In doing so it is intended that the district will work with awarded vendor to assure the nutritional value of all products sold.

The awarded vendor shall purchase all the merchandise to be vended and furnish his/her own storage facilities. He/she shall be responsible for the payment of all his/her bills for vending merchandise, services, and employees without implicating the district in any manner, either directly or by inference. All machines must maintain adequate change for the day's/week's/or month's business. Vendor will refund money lost due to machine malfunction.

The district reserves the right to require an inventory of merchandise upon the operator's entering and leaving the school campus or at any time the school feels the need for such an inventory.

MAINTENANCE & SERVICE

All machines will be kept clean, functional, and neat in appearance at all times. The vendor is responsible for all regular preventative maintenance and replacement of worn, damaged or malfunctioning machines. Should a problem occur the vendor should make a reasonable attempt to fix the machine within 24 hours of notification of the problem. NEISD may require machines that cannot be returned to service within three (3) business days of the service call be replaced. The replacement machines will be the same year, type and model or better than the machine being replaced. The awarded vendor shall supply the Procurement Department with a route schedule for the servicing of all machines. Vendor is responsible to provide refunds directly to individuals who report losses due to vending machine failing to provide product after payment.

Vendor shall provide timely and accurate technical advice and sales support to NEISD and NEISD staff. The awarded vendor must provide a customer service contact person(s) name, email address and telephone number for problems or service needs. The vendor shall service the machines as many times as necessary to keep them properly supplied and in good working order.

The vendor shall protect school property during the servicing of machines. The vendor shall have the right to enter upon school premises at all reasonable times when school facilities are normally open for the purpose of servicing and inspecting said machines and for removal of such machines upon the termination of this agreement. Vendor representatives will be subject to NEISD safety and security protocols. The successful vendor agrees that during the term of this agreement he/she and his/her employees will conduct themselves in a careful and prudent manner and that he/she will not permit the use of the district's facilities placed at his/her disposal for purposes other than the operation of vending machines. A school calendar showing dates for beginning and closing of school and all holidays will be furnished to the vendor upon request. The awarded vendor will be primary vendor for all services. There shall be no subletting of any portion of the contracted services.

REMOVAL

Upon contract termination, contract non-renewal, or new vendor selection from re-bid, awarded vendor will remove all vending machines from the District within a reasonable time frame. Deadlines will be established and adhered to. Vendor will coordinate with campus/department administration and the Procurement Department the removal of the vending machines. Vendor will not utilize NEISD staff or equipment to do so. It is the responsibility of the vendor to provide their own resources for removing the machines. The vendor shall protect school property during the removal of machines.

☐ Yes, I understand and agree.

☐ I have exceptions to the Vendor Services agreement

(Optional: Check all that apply)

4
8

Vendor Services Exceptions

If you did not answer yes to the Vendor Services attribute above, you must list all exceptions/deviations below.

(Optional: Maximum 4000 characters allowed)

4
9**General Specifications for Contracted Employees**

1. NEISD is tobacco-free, drug-free, weapon-free and alcohol-free. It is the responsibility of the proposer to assure NEISD that proposer employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of proposer is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the proposer will be notified at once by NEISD that the employee must be immediately removed from all NEISD campuses. Repeated offenses by employees of proposer could result in cancellation of the contract with NEISD. This factor will be considered at the time of extension contract. NEISD Regulations [Regulation GKG(R)] require that any persons/volunteers with frequent contact with students must have criminal history checks. Frequent contact is defined as someone who works/volunteers in the facility on more than three (3) occasions in a school year. The successful proposer(s) will allow NEISD to review DPS checks to verify compliance with regulation, upon request. The contractor shall thoroughly investigate the background of each employee assigned to NEISD property and shall not assign any employee on a full or part-time basis who has been convicted of a felony or crime involving moral turpitude or any relationship with a child. When personnel are on the campus, there should be no contact or interaction with students.
2. Contracted employees are required to wear long pants or shorts and uniform shirts. Employees must wear a company identification badge at all times. No offensive logos or wording is allowed on any attire. Serviceable closed-toe shoes are required, preferably standard work shoes. Tennis shoes are acceptable. However, sandal-type or flip-flop shoes are not acceptable dress. Plain or company logo baseball type hats are acceptable provided they contain no offensive logo or wording. Any contracted employee reporting to an NEISD site in unacceptable attire will be required to leave immediately. NEISD will immediately notify proposer of the violation. The employee may return the next day, if properly attired. Repeated offenses by employees of proposer could result in cancellation of the contract with NEISD.
3. Contracted employees must be able to communicate in the English language.

☐ Yes, I understand and agree.*(Required: Check all that apply)*5
0**Does your company conduct Department of Public Safety (DPS) checks on all employees/staff?**☐ Yes☐ No*(Required: Check all that apply)*5
1**Are employees/staff bonded?**☐ Yes☐ No*(Required: Check all that apply)*5
2**How many route personnel will be available to service/repair vending machines?**

*(Required: Maximum 1000 characters allowed)*5
3

FINANCIAL RELATED SPECIFICATIONS

5 **Snack Product Pricing**

Snack product pricing must remain firm for one year. The vending price of snack products is subject to NEISD approval.

The awarded vendor may request a price increase by submitting a written request to the Procurement Department no later than thirty (30) days prior to the effective date of the requested increase. Price increases may be granted **ONLY** in the event and to the extent that documented evidence is presented indicating a change in the cost of the raw or manufactured products. Price changes are limited to once per contract year. All price changes shall be made through an executed Addendum to the initial contract between the District and the awarded vendor. NEISD will not allow any reduction in the rate of commission throughout the contract period. If there is a price increase, NEISD will realize this in the monthly commission checks.

Please download, complete, and upload the Snack Product, Pricing, & Commission Schedule, see **Attachments**.

Do you understand this attribute and agree to upload your Snack Product, Pricing, & Commission Schedule under the response attachment tab?

☐ Yes, I understand and agree.

(Required: Check all that apply)

5 **Commissions**

Vendor will rebate back to the schools/departments a percentage of sales based on commission rates, as noted in the attached Snack Product Pricing & Commission Schedule.

Commission checks are to be paid directly to NEISD, attention Procurement & eCommerce, by the 15th day of the following month, for the previous month's sales.

A monthly, written Vending Activity Report broken down per location, per machine must be provided to NEISD by the awarded vendor. The Monthly Vending Activity Report must include calculation and payment of vendor commissions and sales tax. Please provide a sample of a Monthly Vending Activity Report as described above.

Do you understand this attribute and agree to upload your response as part of your proposal under the response attachment tab?

☐ Yes, I understand and agree.

(Required: Check all that apply)

5 **Incentives**

Please provide a detailed description of incentives offered by the vendor to be included in this proposal. Incentives can include but are not limited to sponsorships, scholarships, and/or donations (cash or product). In the detailed description please include the timing, duration, and any stipulations of these incentive programs.

Do you understand this attribute and agree to upload your response as part of your proposal under the response attachment tab?

☐ Yes, I understand and agree.

(Required: Check all that apply)

5 **Audit**

NEISD may inspect awarded vendor's books and records pertaining to the this contract at any reasonable time for any reason. If the audit or review reveals a difference of more than three percent (3%) in the amount due to NEISD, awarded Vendor shall be responsible for and pay or reimburse NEISD for all costs of such audit or review, including reasonable charges for NEISD personnel and shall reimburse NEISD for any additional amounts revealed by such audit to be due to NEISD.

☐ Yes, I understand and agree.

(Required: Check all that apply)

Assignment

Awarded vendor may not assign or transfer the District Wide Snack Vending Services Contract or any rights or interest therein without prior written consent of NEISD.

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By signing this bid, you agree to all the terms and specifications of the RFP laid out above. The undersigned affirms that they are duly authorized to execute this contract, that this company, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. The undersigned also affirms that, to the best of his/her knowledge, the submitted information here has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way undermine the North East Independent School District procurement process by limiting competition or giving an unfair advantage over other vendors in the decision-making process for this Agreement.

Print Name

Signature