

EXCLUSIVE BEVERAGE SERVICE: July 1, 2016 - June 30, 2021
 PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 202
 PLAINFIELD, WILL COUNTY, ILLINOIS

VENDOR / CONTRACTOR	A. (1) Annual Sponsorship Rights (\$ amount)					A. (2) Annual Per Case Sold Rebate (\$ amount)					B. (3) Vended Per Case Commission (%)					B. (4) Non-Vended Cost Per Case (\$ amount)					B. (5) Annual Non-Vended Maximum Increase Per Case (%)				
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5
7/14/2016 8:40AM Pepsi Beverage	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$2.00/24 count case equivalents	\$2.00/24 count case equivalents	\$2.00/24 count case equivalents	\$2.00/24 count case equivalents	\$2.00/24 count case equivalents	30%	30%	30%	30%	30%	See Below	See Below	See Below	See Below	See Below	4%	4%	4%	4%	4%
* 7/14/2016 8:42 AM Great Lakes Coca-Cola	\$50,000	\$30,000	\$30,000	\$50,000	\$50,000	\$1.00/24 count case + \$5,000 bonus once exceeded 2,500	\$1.00/24 count case + \$5,000 bonus once exceeded 2,500	\$1.00/24 count case + \$5,000 bonus once exceeded 2,500	\$1.00/24 count case + \$5,000 bonus once exceeded 2,500	\$1.00/24 count case + \$5,000 bonus once exceeded 2,500	40%	40%	40%	40%	40%	See Below	See Below	See Below	See Below	See Below	3%	3%	3%	3%	3%

Non-Vended Cost Per Case (\$ amount)

	Pepsi Beverage	Great Lakes Coca-Cola
Middle School		
20 oz Water	14.21	10.60
10 oz Juice	23.29	15.98
12 oz CSD	NA	9.12
20 oz CSD	23.41	19.92

High School

CSD 12 oz	NA	9.12
CSD 20 oz	23.41	19.92
non-CSD 12 oz	NA	9.12
non-CSD 20 oz	23.41	19.92
water 20 oz	14.21	10.60
isotonic 12 oz	NA	14.16
isotonic 20 oz	22.91	19.92
juice 10 oz	23.29	15.98
Kickstart 12 oz cans	12	
Vitamin Water		26.40
Core Power		27.00

* Recommended Acceptance



**Plainfield Community Consolidated
School District 202**

We prepare learners for the future.

Rick Engstrom

Director of Finance

15732 Howard Street Plainfield, IL 60544

Office (815) 577-4046

Fax (815) 254-0590

rengstro@psd202.org

June 22, 2016

REQUEST FOR PROPOSAL (RFP)

FOR EXCLUSIVE HIGH SCHOOL, MIDDLE SCHOOL, AND ELEMENTARY CONTRACT:

for the five (5) fiscal years ending

June 30, 2017; June 30, 2018; June 30, 2019; June 30, 2020; June 30, 2021

A. BIDDING INSTRUCTIONS

1. The Board of Education of PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202 will receive sealed proposals for an exclusive beverage contract for five (5) high school buildings; seven (7) middle schools; and eighteen (18) elementary schools; until 9:00 AM, July 7, 2016; at which time proposals will be publicly opened in the District Office at the address below. Address envelopes to the attention of:

Plainfield Community Consolidated School District 202
Rick Engstrom, Director of Finance
15732 South Howard Street
Plainfield, IL 60544

Clearly mark envelopes **"Sealed Proposal: Exclusive Beverage Contract"**.

2. Questions regarding this RFP must be submitted via e-mail only, by 9:00 AM on June 30, 2016 to: rengstro@psd202.org. As may be appropriate, clarifications will be issued to prospective vendors via e-mailed addendum(s) and/or District Website. Vendors must acknowledge receipt of all addendums.

B. GENERAL CONDITIONS

1. Each proposal must be submitted on forms provided with the RFP.
2. Proposals received after the specified time will not be considered. It is the vendor's responsibility to assure this deadline is accomplished. Vendors assume the risk of any delay that may occur in receipt or handling of a mailed proposal.
3. Plainfield Community Consolidated School District #202 (the "District") reserves the right to withdraw the RFP at any time prior to the award, reject any or all proposals, and/or waive minor informalities in any proposal, if deemed to be in the best interests of the District.
4. Vendors will submit one set including original signatures, and four copies of the proposal documents. Proposals become the property of the District.
5. Following award of a contract, proposals are subject to release as public information. Vendors are advised to take appropriate precautions to safeguard trade secrets and confidential commercial and financial data.
6. Specified materials indicate the minimum quality desired. Descriptions are given for the sole purpose of providing a suitable basis for project completion. If items

other than specified are substituted, the vendor will state such in the proposal. If no changes are indicated, it is assumed items are as specified.

7. Prices quoted will include delivery, material, equipment and labor.
8. All blank spaces on the RFP will be filled (use "0", "n/a", etc. if needed). Explanations the vendor wishes to make must be in writing and attached to the proposal form.
9. Signatures will be in longhand and executed by a principal duly authorized to make contracts. Vendor's legal name will be fully stated.
10. Failure of the vendor to inform himself regarding all conditions pertaining to the work or to receive or examine documents issued from the District relating to the work will be at the vendor's risk. The tender of the proposal carries agreement to all conditions called for by the RFP.
11. Additional information to satisfy the District that a vendor is adequately prepared to fulfill the contract may be required.
12. Vendors agree to comply with all applicable federal, state and local laws & statutes related to the performance of this RFP, including but not limited to the Illinois School Code, Illinois State Board of Education rules and regulations and State of Illinois relative to employment in connection with public contracts and provisions of the Illinois Human Rights Act, all such federal, state, local laws which may be amended from time to time and any such amendments will apply during the term of this Agreement. As defined by the Act, unfair employment practices may not be committed by the vendor, his suppliers of material, or any labor organization furnishing skilled or unskilled labor to the vendor. Further, vendors agree to comply with the District's Board Policies and any and all amendments approved by the District's Board any time thereafter and during the term of this RFP and any extension/s of this Agreement thereto.
13. Work will commence August 1, 2016 pending Board of Education acceptance of a qualified proposal at its July 25, 2016 meeting.
14. Proposals may be withdrawn prior to the scheduled time for receipt of proposals.

C. AWARD

1. The District intends to award a full service contract beverage sales and advertising as a result of the RFP. The contract will be awarded on evaluation of all proposal information and will consist of whatever combination of items or the total number of items deemed to be most advantageous to the District.
2. The District will consider joint ventures or partnerships for this RFP so a wide

variety of beverage products are made available at competitive prices. Vendors proposing joint ventures or partnerships must do so with signatures of all parties.

3. The contract to perform specified work between the District and the successful vendor (hereafter the "Contractor") will consist of this RFP, the Contractor's RFP response, with the addition of a signed statement of agreement by an authorized District and Contractor representative. If there are any inconsistencies between the RFP and the Contractor's RFP response, the terms of this RFP will supersede and govern.
4. The Contractor will pay local, county, state or federal taxes as applicable.
5. The District will perform due diligence as necessary to determine a Contractor's ability to fulfill RFP requirements.

D. SCOPE

1. The Contractor will have exclusive rights to sell beverage products as defined herein, at all District high school and middle schools for a period of five (5) years: August 1, 2016 through June 30, 2021.
2. The District currently owns property rights to sell beverages through vending machines, food service programs and school-sponsored activities, and certain property rights that may be utilized for advertising purposes. The purpose of the RFP is to license certain of these property rights to the Contractor on the terms described in the RFP.

E. SITE INFORMATION

High School Buildings

Site	Address	Machines (1)
Plainfield Central	24120 West Fort Beggs Dr. Plainfield, IL 60544	20
Plainfield South	7800 West Caton Farm Rd. Plainfield, IL 60586	18
Plainfield North	12005 South 248 th St. Plainfield, IL 60585	21
Plainfield East	12001 South Naperville Rd. Plainfield, IL 60585	28
Plainfield Academy	23930 West Lockport St. Plainfield, IL 60544	N/A
Total		87

Middle School Buildings

Site	Address	Machines (1)
Indian Trail	14723 South Eastern Ave. Plainfield, IL 60544	4
Timber Ridge	2101 Bronk Road Plainfield, IL 60586	6
Heritage Grove	12425 South Van Dyke Road Plainfield, IL 60585	5
Drauden Point	1911 Drauden Rd. Plainfield, IL 60586	7
IRA Jones	15320 Wallin Drive Plainfield, IL 60544	6
Aux Sable	2001 Wildspring Pkwy. Joliet, IL 60431	6
John F. Kennedy	12350 South Essington Rd. Plainfield, IL 60585	5
Total		39

Elementary School Buildings

Bonnie McBeth	15730 Howard St. Plainfield, IL 60544	2
Central Elementary	23723 Getson Drive Plainfield, IL 60544	1
Crystal Lawns	2544 Crystal Dr. Joliet, IL 60435	1
Grand Prairie	3300 Caton Farm Joliet, IL 60431	1
Walker's Grove	24810 West 135 th St. Plainfield, IL 60544	1
Wesmere	2001 Wesmere Parkway Plainfield, IL 60586	1
Lakewood Falls	14050 South Budler Rd. Plainfield, IL 60544	1
River View	2097 Bronk Rd. Plainfield, IL 60586	1
Meadow View	2501 Mirage Ave. Plainfield, IL 60586	1
Creekside	13909 South Budler Rd. Plainfield, IL 60544	1
Eagle Point	24562 Norwood Dr. Plainfield, IL 60585	1
Ridge	1900 Caton Ridge Dr. Plainfield, IL 60586	1
Lincoln	14740 Meadow Lane Plainfield, IL 60544	1
Charles Reed	2110 Clublands Parkway Plainfield, IL 60586	1
Liberty	1401 Essington Rd. Bolingbrook, IL 60490	1
Freedom	11600 Heritage Meadows Dr. Plainfield, IL 60585	1
Thomas Jefferson	1900 Oxford Way Joliet, IL 60431	1
Elizabeth Eichelberger	12450 South Essington Rd. Plainfield, IL 60585	1
Total		19

(1) existing as of June, 2016

- Estimated student population for the length of the contract follows. The 2015-2016 high school population is 9,229 and middle school population is 6,702.

Estimated High School Student Population

2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
9,333	9,365	9,292	9,185	9,102

Estimated Middle School Population

2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
6,597	6,552	6,432	6,287	5,970

- From July, 2015 – June, 2016 high schools, middle schools, and elementary sold 17,200 cases as detailed below:

Full Service Vending	Food Service	Boosters & School Activities	TOTAL
4,232	12,968	NA	17,200

- The school calendar is developed and approved by the Board of Education each year. Generally, regular session students attend from late August to early June. There are many after school and some weekend activities at all sites. Summer classes are typically held in at least one, but possibly more, high schools and middle schools in a given summer. All school administrative offices are open year round.
- Given certain parameters, it is the District's intent to allow deliveries during regular hours of operation. Other delivery times must be coordinated and

approved by the school principal or his/her designee.

F. GENERAL SPECIFICATIONS

HIGH SCHOOLS

1. Products

- a. The District desires a wide variety of refrigerated beverages including soft drinks, waters, juices, isotonic beverages and others as may be recommended and accepted by the District.
- b. The products will exclude milk in cartons and four - six ounce breakfast juice required by the National School Meal Program.
- c. The District follows the guidelines of the Alliance for a Healthier Generation as adopted by the American Beverage Association.
- d. Given slight variations at each site, student vending machines are turned off during lunch periods from approximately 9:25 AM - 12:40 PM. Machines remain on for afternoon and evening activities.
- e. Machines located in teacher lounges, administrative offices, etc. sell beverages at all times.
- f. If a desired product doesn't exist or becomes unavailable, the District may procure such product from other sources until it is made available through the Contractor.
- g. The final product line sold will be the mutual decision of the District and the Contractor.
- h. The District reserves the right on given occasions and for convenience purposes to purchase up to ten cases of Contractor product at any one time from sources other than the Contractor.
- i. The Contractor will supply all products and other necessary supplies within (24) hours (excluding weekends) of receipt of any such request.

MIDDLE SCHOOLS

1. Products

- a. The District follows the guidelines of the Alliance for a Healthier Generation as adopted by the American Beverage Association.
- b. Beverages for sale to students include: 1) twenty (20) ounce bottled water, and 2)

ten (10) ounce 100% juices with no added sweeteners, up to (120) calories per eight (8) ounces, and at least 10% of the recommended daily value for three (3) or more vitamins or minerals.

- c. The products will exclude four - six ounce breakfast juice required by the National School Meal Program.
- d. Student vending machines are turned on at 3:00 PM (the end of the regular school day) and off at the end of the second custodial shift (11:00 PM). Machines may be turned on during the day for weekend building use.
- e. Machines located in teacher lounges sell beverages at all times and may contain all beverage types, including regular and diet soda.
- f. If a desired product doesn't exist or becomes unavailable, the District may procure such product from other sources until it is made available through the Contractor.
- g. The final product line sold will be the mutual decision of the District and the Contractor.
- h. The District reserves the right on given occasions and for convenience purposes to purchase up to ten cases of Contractor product at any one time from sources other than the Contractor.
- i. The Contractor will supply all products and other necessary supplies within (24) hours (excluding weekends) of receipt of any such request.

HIGH SCHOOLS AND MIDDLE SCHOOLS

2. Exclusivity

- a. Exclusive Beverage Service Rights: The Contractor will have the exclusive right to supply beverages as defined in the RFP, including vending machines, limited food service as it relates to beverages, school clubs and other school sponsored activities held at the school sites.
- b. Exclusive Beverage Advertising Rights: As permitted by law, the Contractor will have an exclusive right to advertise its beverages. Advertising of beverages beyond the standard logos on vending machines and refrigeration equipment are prohibited unless an exception is approved by the District.
- c. Nature of Exclusivity: The District will use its best efforts to ensure the benefits described are exclusive to the Contractor. However, exclusive rights will apply only with respect to District owned and controlled high school and middle school facilities for which the District retains full control of space utilization. The exclusive rights will be subject to any outside contract rights or federal, state and/or local laws/regulations or District Board Policies that may conflict with the RFP.

- d. Permitted Exceptions: Nothing contained in the RFP will prevent on-campus possession or consumption of any and all beverages purchased off campus and brought in by parents, students, employees, or other persons.
- e. Competitive Products:
 - 1) "Competitive Products" will mean all beverages not sold by the Contractor.
 - 2) Subject to Permitted Exceptions and federal, state and local laws, the District will not permit competitive products to be sold, dispensed, sampled or served at any District controlled high school or middle school.
 - 3) No permanent or temporary advertising, signage or trademark visibility for competitive products will be displayed or permitted at any District controlled high school or middle school, excluding wearing apparel.
 - 4) The District will not enter into any agreement or relationship whereby any competitive products are associated with the high school or middle schools in any advertising or promotional activity.

3. Financial Considerations

- a. The Contractor will provide an annual, front-end dollar amount for exclusive sponsorship rights to provide vended and non-vended beverages: including advertising rights, vending rights, limited food service rights as it relates to beverages and school sponsored club and activity rights where applicable.
- b. The Contractor will provide an annual back-end, per case dollar amount rebate for cases sold.
- c. The Contractor will provide a monthly per case (%) commission for all vended beverages sold.
- d. The Contractor will provide a 2016 non-vended dollar amount cost per case.
- e. The Contractor will provide a maximum non-vended (%) price increase that may be applied each year to the prior year's non-vended cost per case.
- f. Non-vended case prices will be consistent among all groups and organizations associated with the District, including but not limited to: limited food service as it relates to beverages (unless a prior contract exists with the service), school clubs and other school sponsored activities.
- g. The Contractor and the District will mutually agree upon all vended and non-vended price increases.

h. Maximum initial vended price (single container) will be:

HIGH SCHOOLS

- 1) \$1.50 for 20 ounce isotonic
- 2) \$1.25 for 20 ounce carbonated soft drink (CSD), non-CSD and water
- 3) \$1.00 for 12 ounce isotonic
- 4) \$1.00 for 10 - 12 ounce juice and non-CSD
- 5) \$.75 for 12 ounce CSD

MIDDLE SCHOOLS

- 1) \$1.25 for 20 ounce water
- 2) \$1.25 for (10) ounce juice
- 3) \$.75 for (12) ounce carbonated soft drink (teacher lounge)
- 4) \$1.25 for (20) ounce carbonated soft drink (teacher lounge only)

i. Additional marketing and/or program support from Contractor may include, but may not necessarily be limited to: cash payments, donations, free product, T-shirts, gift certificates, etc.

Athletic support kits per building. If the current vendor is not retained, exclusivity requires mutually agreed upon sport kits, prior to recommendation to the Board of Education, and be available as of August 1, 2016. In contract years 2 – 5, contents will be mutually agreed upon by July 1 and available August 1.

The proposal will include a detailed listing of the contents of the athletic support kits and will be mutually agreed upon before recommendation to the Board of Education.

Kits would minimally include per high school: (10) ten-gallon coolers; (5) seven-gallon coolers; (15) five-gallon coolers; (6) sets of water bottles with carriers; (2) ice chests w/wheels; (4) sideline carts; and (12,500) cups.

4. Equipment

a. If a Contractor other than current is named, as soon as possible after July 25, 2016 but no later than August 10, 2016; the contractor will install a minimum of: (26) contractor-owned vending machines at the high school levels; (15) contractor-

owned vending machines at the middle school levels; and (19) contractor-owned vending machines at the elementary school levels. Machines will be placed in the same locations as those being replaced, or in different locations with mutual agreement between the principal or designee and the Contractor. Additional machines may be supplied with mutual agreement between the principal or designee and the Contractor.

- b. The number of vending machines at the high school level may be more than needed. Please indicate the number to be reduced on your proposal form if you are proposing a reduction in the number of vending machines at the high school level.
- c. Vending machines provided will be modern with the latest technology, have bill change capabilities, be electrically efficient, have unit sales counting capabilities and be aesthetically acceptable to the District. The District has interest in debit/credit card wireless capabilities for the vending machines. Please provide information in regard to your ability and willingness to provide such capability.
- d. Vending machines must have clocks that automatically turn off and on to accommodate the District's middle school prohibition of beverage vending sales during the school day and at other times as directed by the building principal.
- e. Vending machines will be quiet and not disruptive to the educational environment.
- f. The installation and all related expenses will be the Contractor's responsibility. The District will support reasonable requests from the Contractor in this regard.
- g. The District may reject machine signage or logos deemed objectionable or a distraction to the educational environment.
- h. The Contractor will supply non-vending coolers and small refrigerators in support of the food service program and school-sponsored activities. Booster concession stands, sports coolers, and the food service program. HIGH SCHOOLS: Currently have approximately (61); MIDDLE SCHOOLS: Currently have approximately (61): ELEMENTARY SCHOOLS: Currently have (0). Agreement on exact number, type and placement at Contractor expense, will be mutually agreed upon before the recommendation to the Board.
- i. The District will furnish at no cost to the Contractor, necessary electricity for operation of vending machines and non-vending coolers. The District will take reasonable measures to avoid power loss and to restore power when an outage occurs.

5. Equipment Maintenance

- a. Contractor will be responsible for maintenance and repair of vending equipment and other equipment it provides. The District will exercise prudent care in handling and

operating any such equipment.

- b. The District will not be responsible for normal wear, tear and damage caused by third parties.
- c. The Contractor will ensure vending machines and non-vending coolers are not out of service for more than (24) hours from the time of notification by the District, unless waived by the District.
- d. The Contractor will replace machines that are chronically out of service or malfunctioning, as determined by the District. The Contractor will annually provide the District with a list of the equipment in place within the District including information as to age. The Contractor and District will mutually agree if equipment should be replaced due to service issues, poor electrical efficiency, etc.

6. Location of Vending Machines

- a. The use of electrical cords for vending or non-vending machine power that are longer than (10) feet must be approved by the District.
- b. The Contractor may make requests to the building principal to install additional or move existing electrical outlets. The Contractor may make recommendations for the purpose of determining electrical outlet and vending machine locations within new or significantly reconfigured schools or facilities. However, final decisions regarding the location of electrical outlets and vending or non-vending machines will be solely determined by the District.
- c. Vending machines may need to be relocated by the District at any time. If Contractor notice cannot be made prior to a relocation in excess of seven (7) consecutive school days, it will be made as soon as reasonably possible after the move.
- d. The Contractor may be required to provide certain portable vending machines to accommodate special traffic flows, events or programs (night school, elections, evening events, dances, tournaments, etc.).

7. Accounting Requirements

- a. All Contractor financial records pertaining to this contract will be made available, when needed for audit by the District or its designated auditor, during normal working hours.
- b. The Contractor will provide and maintain a petty cash fund of at least ten dollars at each site for the purpose of making prompt refunds of money lost in the Contractor's machines. The Contractor will replenish these funds on a timely basis when so notified. The District will make available one of its personnel to administer

such petty cash fund as needed, but the Contractor will have all responsibility with respect to such funds. If requested by the Contractor, the District will require students to sign a refund form.

- c. The Contractor will pay vending machine per case sold (%) commissions in (12) monthly payments. Monthly vending commission payments will be sent to the district office in care of addresses given on page (1) of the RFP.
- d. Payment of vending commissions will be made on or before the 30th of each month for the preceding month's commission, unless otherwise agreed. The method of payment will be approved by the Assistant Superintendent for Business and Operations or his designee. The Contractor must pay a minimum of (6%) interest or the six month treasury bill rate, whichever is higher, as a late fee for payments made after the due date.
- e. Prior to recommendation to the Board of Education, the District must approve the Contractor's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Monthly reports will be submitted by school site to the Assistant Superintendent for Business and Operation or his designee and each building principal, including detailed sales reports by product and sales mode (including but not necessarily limited to vending machines, limited food service related to beverages, and school activities) as well as periodic reconciliation of the sales dollars from each site with the gross expected sales dollars based on the product sold. The Contractor will maintain complete and accurate records of vending transactions for each site in accordance with accepted industry standards, and will keep such financial records for a period of three years after the close of each contract year.
- f. The Contractor will certify its payments of commissions are accurate and correct on every payment. If an audit reveals discrepancies such as under payment, the Contractor will reimburse the District with treasury rate interest. The interest rate will be the average of the six month treasury bill rate for a six month calendar period immediately preceding the audit.
- g. For 2016, the annual sponsorship rights payment will be made within (30) days of signing the contract. Subsequent payments will be due on the contract anniversary date.
- h. For 2016-2017, the annual per case rebate payment will be made for the previous year's sales, within (30) days after each contract anniversary date.
- i. The annual sponsorship rights and annual per case rebate payments will be sent to:

Plainfield Community Consolidated School District 202

Director of Fiscal Services
15732 South Howard Street
Plainfield, IL 60544

- j. The Contractor acknowledges responsibility for all risk with respect to any reduction in gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the District or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, changes to school boundaries or District boundaries which may reduce the number of students in the District, machine failure (refunds), other acts beyond the District's control, and actions within the District's control necessary for sound educational reasons considered typical for large public school systems. Unless otherwise expressly agreed by all parties, no reduction in gross sales attributable to such factors will constitute a basis for reducing or renegotiating commission rates or dollar amount payments, due to the District.
- k. For any portion of the term of the contract which constitutes less than a contract year, minimum guarantees under the contract will be reduced by a prorated amount based on the ratio of the number of school days during such contract year that are included in the term of the contract and the total number of school days during such contract year.

8. Licenses, Taxes and Regulations

- a. The Contractor will comply with federal, state, local and District regulations governing the preparation, handling and serving of beverages, and will procure and keep in effect all necessary licenses and permits required by law and agrees to post such permits in a prominent place as may be required by law.
- b. The Contractor will pay sales taxes resulting from sales through the Contractor's vending machines. The District will be reimbursed by the Contractor for any penalties or costs resulting from the Contractor's failure to promptly pay such taxes.
- c. Nothing in this contract will limit the District's rights or obligations to comply with all applicable federal, state, and local laws, administrative rules, and regulations, including but not limited to Titles VI and VII of the Federal Civil Rights Act of 1964, as amended.
- d. The Contractor will comply with all federal, state, and local laws, regulations and ordinances in performance of this contract.
- e. The Contractor, in performance of the contract, will comply with all Board of Education regulations, rules, and policies in effect at the time of contract execution or as they become effective during the term of the contract.

9. Labor, Workmanship, School Security and Service Vehicles

- a. Contractor's delivery vehicles will not include advertisement of alcoholic beverages.

- b. All work will be performed in a skillful and workmanlike manner.
- c. The Contractor will not discriminate based on race, creed, color, sex, national origin, age, marital status, political affiliation, disability, unfavorable discharge from military or any other unlawful basis and will comply with all state and federal law.
- d. The Assistant Superintendent for Business and Operations or his designee, may require the Contractor to immediately remove any employee he, or on-site school personnel, deem to be incompetent, careless, or otherwise objectionable in their sole discretion.
- e. The Contractor will not send to a school building or school property any employee or agent who is a child sex offender as defined in the child sex offender community notification law. At least quarterly, the Contractor will contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of persons who have committed child offenses or other listed felonies.
- f. Contractor employees or agents will not fraternize or otherwise communicate with students except in cases of safety.
- g. Contractor employees or agents will not wear objectionable clothing or caps with other than company logo (objectionable clothing will be determined by District on-site personnel) or use profanity in any manner while on District property.
- h. The Contractor will ensure all employees or agents fully comply with District policies and regulations pertaining to restrictions that may affect anyone on District owned property. Examples of these policies and regulations include:
 - 1) Upon arrival, Contractor employees or agents must report to the school's main office or entry security desk and obtain proper clearance (i.e., visitor badge).
 - 2) Each Contractor employee or agent will maintain professional workmanlike attire.
 - 3) Contractor employees or agents will not possess tobacco, alcohol or any illegal or dangerous substance on District property.
 - 5) Contractor employees or agents will not possess firearms or other deadly weapons of any kind as defined in District policy, including a pocket knife unless it is being directly used as a tool for work in progress.
- i. The District will not be required to provide personnel for selling beverages. However, if the District decides, at its sole discretion, to sell over-the-counter beverages at events with its personnel, the Contractor will provide beverages at a cost consistent with the RFP.

G. TERMS AND CONDITIONS

1. Terms of Agreement
 - a. The initial term of this RFP will be for a three (3) year period with 2 separate options for an annual renewal for a maximum total of a five (5) year period.
 - b. The contract may be terminated at any time as a result of any material breach in the terms of this contract, if adequate notice has been given of such breach and the breach has not been cured after a reasonable period of time. Typically, ten (10) calendar days will be given, with the maximum days not to exceed (30).
 - c. The District may terminate this contract, at all or certain sites, if the Assistant Superintendent for Business and Operations or his designee, reasonably determines a reexamination is necessary for any of the following:
 - 1) To enable the District to best pursue its educational mission.
 - 2) Due to unforeseen circumstances that have made the contract impractical.
 - 3) Failure to fulfill the terms of the contract.
 - d. The Contractor, after receipt of a notice of termination, will stop work, fill no further orders and promptly remove all vending machines from the site or sites terminated.
 - e. Upon termination of the contract:
 - 1) Each party will continue to be liable to the other party for any cause of action accruing or obligation arising prior to termination, and for any cause of action that may accrue after termination.
 - 2) The termination of the contract by the District will not be deemed a waiver of any right or remedy of the District under the contract or under applicable law.
 - 3) The District, upon termination of the contract by either party, will repay the Contractor any upfront sponsorship monies received, on a pro-rata basis.
2. The contract may only be modified through written mutual consent of both parties.

3. Except as provided herein, the District retains all rights under the governmental immunity laws for the State of Illinois. The contract will not be construed to create any right or benefit for any person who is not a party to this contract.
4. The relationship between the Contractor and the District is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Contractor will maintain its status as an independent contractor and both parties acknowledge neither is an agent, partner or employee of the other. The Contractor will be responsible for causing all required workers' compensation and unemployment insurance to be provided for its employees and subcontractors.
5. Default
 - a. If either party materially breaches any term of the contract, such party will be considered to be in default. The non-defaulting party may terminate this contract at any time as a result of any default by the other party if adequate notice has been given of such breach and the breach has not been cured after a reasonable period of time has been allowed to cure (usually ten (10) calendar days will be provided but not exceeding (30) calendar days). A written termination may, at the option of the terminating party, be effective immediately, if the breach is causing damages to accrue. In addition to any right to terminate, the non-defaulting party may enforce any remedy available at law or in equity in connection with a default by the other party, and the defaulting party will be liable for any direct damages to the non-defaulting party resulting from such default.
 - b. Neither party will be considered to be in default if its default is:
 - (i) attributable solely to the actions of the other party, (ii) attributable to matters beyond the control of the other party as described in paragraph (c.) below, or (iii) excusable as determined in the sole discretion of the other party.
 - c. For purposes of this contract, matters beyond the control of a party will include acts of God, national emergencies, acts of a public enemy, and governmental restrictions, laws or regulations to the extent such matters create a default that is beyond the control of such party, and further provided that such party takes action as can practically be taken to mitigate the effect of such default.
6. This contract may not be assigned or delegated by either party without the written consent of the other.
7. Disputes

- a. The parties agree to cooperate in good faith in all actions relating to this contract. If for any reason a dispute should arise in connection with this contract, the parties agree to first use their reasonable best efforts to resolve such dispute in a fair and equitable manner without the need for expensive and time consuming litigation, by entering into good faith dispute resolution. Reasonable best efforts may include discussions, negotiation, and/or submitting such dispute to mediation. If a dispute cannot be resolved in a timely manner through such good faith efforts, the District will make a final decision resolving the dispute. This decision may be appealed if the Contractor does not agree, but only for substantive reasons expressed in writing within (30) calendar days from the date of final District decision. However, as a condition to pursuing litigation with respect to any dispute, the parties will first be required to submit the dispute to mediation on terms and conditions determined in good faith by the parties. The costs of such mediation will be shared equally.
 - b. All simultaneous disputes arising individually or collectively during the course of the contract will be consolidated and submitted jointly in one action.
8. Designated Representatives
- a. The Assistant Superintendent for Business and Operations has the final District authority regarding the contract and may delegate certain administrative responsibilities to his designee(s), who will oversee contract administration on a day-to-day basis and is responsible for technical coordination and technical approvals.
 - b. The Contractor will appoint one of its key personnel as a representative (the "Contractor's Authorized Representative") who will have power and authority to interface with the District and represent the Contractor in all administrative matters concerning this contract, including without limitation such administrative matters as correction of problems and reduction of costs. The Authorized Representative will be designated by letter within (30) days of the contract award.
9. Insurance
- a. The Contractor will maintain the following minimum insurance coverage during the term of this contract.
 - 1) Workers' compensation for all Contractor employees, subcontractors, outside associates, and consultants, in accordance

with applicable Illinois law. The Contractor will maintain Employer's Liability limits of at least \$500,000; or other limits provided by Illinois law, whichever is greater. If reasonably requested by the District, the Contractor will promptly provide written evidence of such coverage.

- 2) Comprehensive General Liability covering Bodily Injury and Property Damage Combined Single Limit of at least \$1,000,000.
 - 3) Comprehensive Automobile Liability for all Contractor vehicles, with Bodily Injury and Property Damage Combined Single Limit of at least \$1,000,000.
 - 4) Product liability insurance for all types of products distributed by the Contractor pursuant to this contract in amounts not less than the amount of such coverage considered standard in the industry.
 - 5) Business interruption insurance covering lost profits attributable to standard insured risks, in amounts not less than coverage similar to the standard business interruption insurance for contractor's business.
 - 6) Excess Liability for all insurance risks with a limit of at least \$5,000,000.
 - 7) The Contractor will submit Certificates of Insurance or evidence of self-insurance acceptable to the District promptly upon commencement of the contract. If any policy is to expire prior to the final completion of the contract, the Contractor will provide the District with evidence of renewal in the form of a new Certificate of Insurance prior to thirty (30) days from the expiration of such policy.
 - 8) All Contractor insurance will name the District as an additional insured and will be written by a surety who is legally authorized to write such insurance in the State of Illinois. The terms of coverage will require written notice of cancellation be given to the District (30) days prior to cancellation.
10. The Contractor may be required at any time to provide a schedule of the routes, supplies, deliveries, and installations that shows the order in which the Contractor proposes to perform the installations and daily or weekly deliveries.
 11. Each section, subsection, paragraph, item and provision of this agreement is severable and, if one or more of such is declared invalid, the remaining portions

of this agreement will remain in full force and effect if such is practicable and if the essence of the agreement is maintained in the absence of the severed portions. If severance renders performance impracticable or damages the essence of the agreement, the parties may mutually agree, in writing, to substitute new provisions for the severed portions.

12. This contract will be construed in accordance with and governed by the laws of the State of Illinois.
13. Exclusive venue and jurisdiction over any dispute relating in any way to the contract will be in the County of DuPage, State of Illinois.
14. This writing constitutes the complete agreement of the parties with respect to its subject matter and takes precedent over prior proposals and agreements, whether written or oral, and all other written and oral communications between the parties.

H. RFP EVALUATION CRITERIA

1. Annual Compensation
 - a. Annual dollar amount for exclusive sponsorship rights. (page 8, para. 3 a.)
 - b. Annual per case dollar amount rebate for all cases sold. (page 8, para. 3. b.)
2. Monthly per case sold % commission for vended beverages. (page 8, para. 3 c.)
3. Non-vended per case prices
 - a. 2013 non-vended cost per case dollar amounts. (page 8, para. 3 d.)
 - b. Annual non-vended maximum % increases that may be applied to prior year prices. (page 8, para. 3.e.)
4. Additional Marketing, Sponsorship and/or Program Support (page 9, para 3 i.)
5. Compliance with all other terms in this RFP.

I. PROPOSAL ELEMENTS

1. Dollar amounts and/or percentages cannot be qualified by any factor, condition, attachment or summary.

2. All certifications/information requests (pages 20 - 26) must be properly signed and otherwise fully executed.
3. Attachments must be specific only to requested information.
4. Fully complete the following proposal elements.
 - a. VENDOR INFORMATION AND AUTHORIZATION: page (21)
 - c. ACKNOWLEDGEMENT OF ADDENDUM(S): page (21)
 - d. STATEMENT OF ETHICS CERTIFICATION: page (22)
 - e. DEVIATIONS FORM: page (23)
 - c. CERTIFICATE OF ELIGIBILITY TO BID: page (24)
 - d. ANTI-COLLUSION CERTIFICATION OF COMPLIANCE: page (25)
 - e. HOLD HARMLESS CERTIFICATION: page (25)
 - f. INDIVIDUAL'S DRUG FREE WORKPLACE CERTIFICATION: page (26)
 - f. CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION: page (26)
 - g. SEXUAL HARASSMENT CERTIFICATION: page (27)
 - h. EQUAL EMPLOYMENT CERTIFICATION: page (28)
 - i. CONTRACTOR EXPERIENCE: page (29)
 - i. FINANCIAL SUMMARY: page (30-31)
 - j. ATTACHMENTS: page (32)

(1) VENDOR INFORMATION AND AUTHORIZATION

NOTE: UNSIGNED BIDS WILL NOT BE ACCEPTED

The undersigned Contractor declares that he/she has examined and familiarized himself with the Contract document dated June 22, 2016. In make this proposal, the undersigned waives all right to plead any misunderstanding of the Contract Documents and agrees to perform all of the work required herein. If this bid is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions and terms recorded on this proposal.

Print Name: _____ Title: _____

Company Name: _____

Address: _____

City _____ State: ____ ZIP: _____ Telephone: _____

Fax: _____ E-Mail: _____

Signature _____ Date: _____

NOTE: If a joint venture is proposed, each party must provide this authorization.

(2) ACKNOWLEDGEMENT OF ADDENDUM (if any)

Addendum #1: acknowledge receipt on _____

Addendum #2: acknowledge receipt on _____

Addendum #3: acknowledge receipt on _____

(3) STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Respondent has not been convicted of price-fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. Respondent is not a subsidiary of a company that has been convicted of price-fixing nor pleaded "no contest" to such charges within the last five (5) years.
6. Respondent has not attempted to influence any member of the Board of Education or Administration on the award of this bid, except as otherwise included in the review process.

Name of Firm

Signature

Title

Date

(4) DEVIATIONS FORM

In the event that the undersigned Respondent intends to deviate from the specifications, all such deviations are listed hereon, with complete and detailed specifications and information being also attached. In the absence of any entry on the Deviations Form, the Respondent assures the District of their FULL compliance with the specifications and conditions. The District must approve any deviations indicated.

THIS FORM MUST BE SIGNED EVEN BY THOSE NOT PLANNING DEVIATIONS

SUBMITTED FOR CONSIDERATION BY: _____
Firm

Signature and Title

(5) CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED

Respondent, pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Respondent further certifies that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element or said bid, or of that of any other Bidder, or to secure any advantages against any other Bidder or any person interested in the proposed Contract.

Signature of person making certification

SUBSCRIBED AND SWORN TO

before me this _____

day of _____,

20____.

Notary Public

My commission expires: _____

(6) ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

_____, being first duly sworn, deposes and says:
(print name)

that he/she is _____ of _____
(owner, president, partner, etc.) (name of company)

the party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

Signed: _____ Date: _____

(7) HOLD HARMLESS CERTIFICATION

The Contractor agrees to indemnify, keep and save harmless Plainfield Community Consolidated School District #202, its Board of Education, agents, officials and employees against all injuries, judgements, costs and expenses that may accrue against in consequence of granting this contract or that may result therefrom, whether or not it will be alleged or determined the act was caused through negligence or omission of the Contractor or his employees, of the District or its employees arising from or incurred against the District in any such action, and will at his own expense discharge same.

The Contractor agrees to indemnify, keep and save harmless, Plainfield Community Consolidated School District #202 its Board of Education, agents, officials and employees against all injuries, judgements, costs and expenses that may in any way accrue against Plainfield Community Consolidated School District #202 in consequence of use by the Contractor's employees of equipment owned, rented or leased by the District.

The Contractor understands and agrees that any insurance protection required by this contract, or otherwise provided by contractor, will in no way limit the responsibility to indemnify, keep, save harmless and defend Plainfield Community Consolidated School District #202 as herein provided.

For: _____ By: _____
(company name) (signature)

Its: _____ Date: _____
(owner, president, partner, etc.)

**(8) CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE
WORKPLACE ACT**

Respondent, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Or

Respondent, having less than 25 or more employees, and shall provide a drug free workplace for all employees engaged in the performance of the work under the contract.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO

before me this _____

day of _____,

20____.

Notary Public

My commission expires: _____

(9) SEXUAL HARASSMENT CERTIFICATION

Respondent, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that Respondent/Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO

before me this _____

day of _____,

20____.

Notary Public

My commission expires: _____

(10) EQUAL EMPLOYEMENT CERTIFICATION

Respondent, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Right Act.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO

before me this _____

day of _____,

20_____.

Notary Public

My commission expires: _____

(11) CONTRACTOR EXPERIENCE

Provide two references for a similar contract.

A. Owner Name:	Contact Name:
Address:	
Phone:	Project Date:
B. Owner Name:	Contact Name:
Address:	
Phone:	Project Date:

(12) FINANCIAL SUMMARY

Note: Failure to submit a response in a manner that does not allow a clear determination of an exact amount may be considered non-responsive to the required proposal elements.

A. (1) ANNUAL SPONSORSHIP RIGHTS (@ page 7, para. 3 a)

(2) ANNUAL PER CASE SOLD REBATE (@ page 7, para. 3 b)

Contract Year	(1) Sponsorship Rights (\$ amount)	(2) Per Case Sold Rebate (\$ amount) *
2016-2017		
2017-2018		
2018-2019		
2019-2020		
2020-2021		

* For **Annual Per Case Sold Rebate**, check one of the following:

1) ____ will apply to all cases sold; i.e., vending, food service, school activity, etc.

2) ____ will apply only to vended cases sold 3) ____ other, please describe:

B. (3) VENDED PER CASE COMMISSION (@ page 7, para. 3 c)

(4) 2016 NON-VENDED COST PER CASE (@ page 7, para. 3 d)

(5) ANNUAL NON-VENDED MAXIMUM INCREASE PER CASE (@ page 7, para. 3 e)

Product	Maximum 2013 Vended Cost/Container (\$ amount)	(3) Vended Per Case Commission (%)	(4) 2013 Non-Vended Cost Per Case (\$ amount) *	(5) Annual Non-Vended Maximum Increase Per Case (%)
MIDDLE SCHOOL				
(20) ounce water	\$1.25			
(10) ounce juice	\$1.25			
(12) ounce CSD **	\$.75			

(20) ounce CSD **	\$1.25			
HIGH SCHOOL				
CSD (12) ounce	\$.75			
CSD (20) ounce	\$1.25			
non-CSD (12) ounce	\$1.00			
non-CSD (20) ounce	\$1.25			
water (20) ounce	\$1.25			
isotonic (12) ounce	\$1.00			
isotonic (20) ounce	\$1.50			
juice (10 -12) ounce	\$1.00			

* does not include Chartwell (under separate contract), District does receive \$.50 rebate/case

** teacher vending machines only

Below, fill in all columns for additional recommended products, if any.

Change in Number of Vending Machines

Current number of vending machines at the high school level is forty-six (46). Indicate the reduction in the number of high school vending machines you are recommending as part of this proposal: _____

(13) ATTACHMENTS

Contractor to also attach the following to Contractor's RFP response:

1. Executive Summary of RFP that may be used to inform interested District parties.
2. Sample Monthly Commission Report (@ page 12, para. 7 e)
3. Annual Marketing, Sponsorship and/or School Program or Activity Support may include but not limited to: cash payments, donations, free product, T-shirts, gift certificates, etc. (@ page 9, para 3 i.)
4. Proposed Athletic Support Kit contents (@ page 9, para. 3 i.)
5. (1) original, signed RFP with all Attachments and (4) RFP copies with all Attachments (@ page 2, para. B 4)

(2016 Beverage specifications)