

# REQUEST FOR PROPOSAL (RFP)



## **School Beverage Contract**

BID Due: Monday, September 25, 2017 at 10:00 a.m.

East Aurora School District 131

School Service Center (SSC)

417 Fifth Street

Aurora, IL 60505

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## **BID INVITATION**

The Board of Education for the Aurora East School District # 131 will receive sealed BIDs for School Beverage Contract as described herein and subject to the conditions hereinafter stipulated until 10:00 a.m. C.S.T. on Monday, September, 25, 2017, at which time they will be publicly opened and read aloud. PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The Board of Education does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been received by The School District before the deadline. Proposals received after the time specified in this BID Invitation will not be considered.

Qualification specifications may be secured at the McKnight Service Center (SSC) at 417 Fifth Street, Aurora, IL 60505 or [www.d131.org/bidding](http://www.d131.org/bidding).

**All BIDs are to be enclosed in a sealed envelope clearly marked**

**“Sealed BID: School Beverage Contract” and should be delivered to:**

Attention: Michael Prombo, Assistant Superintendent of Finance  
Aurora East School District 131  
McKnight Service Center  
417 Fifth Street  
Aurora, IL 60505

For information regarding the BID specification or opening please contact Ms. Verena R. Nunez at (630) 299-5574 or [vnunez@d131.org](mailto:vnunez@d131.org).

The Board of Education reserves the right to reject any or all proposals in whole or in part or to accept that which is in the best interest of the Aurora East School District #131. Award of Contract shall be based on the fees charged, experience, reputation, and the financial stability of the Contractor as well as strict compliance with the format, terms and conditions of this proposal. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education. The Board of Education reserves the right to waive any and all formalities.

## INFORMATION FOR BIDDERS

### SECTION I

1. Notice is hereby given that sealed proposals for all material outlined on the attached listing for School District #131, Aurora, Illinois shall be received at the Office of the Assistant Superintendent for Finance, 417 Fifth Street, Aurora, IL 60505, on or before 10:00 a.m. on September 25, 2017, at which time they will be opened and read aloud. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District **before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.**

2. BID DOCUMENTS: Bidding Documents consist of Instructions to Bidders, Specifications and Bid Forms and may be obtained after 8:00 am on, September 8, 2017 from the McKnight Service Center, 417 Fifth Street, Aurora, IL or on our website, [www.d131.org/bidding](http://www.d131.org/bidding).

Bidders shall carefully examine the entire contents of Bidding Documents to become thoroughly familiar with all requirements. The submission of a Bid will constitute an inconvertible representation by the Bidder that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions.

A complete set of Bidding Documents shall be used in preparing Bids. Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner, in making copies of Bidding Documents available on the above terms, does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. SUBMISSION OF BID: Bids shall be complete and properly executed, and when required, accompanied by proper bid security. Bids shall be submitted on the Bid Form included in this packet. Bids containing clauses, phrases or other alterations which modify the enclosed Bid Form shall be cause for rejection. Bids shall be signed with the name typed below the signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by name of the State of Incorporation and legal signature of an officer authorized to bind the corporation to a contract.

Submit bids in an opaque, sealed envelope. Identify the envelope with: (1) Project name, (2) Owner's name and address, (3) name of bidder, (4) type of bid, and (5) BID ENCLOSED. Bids may not be modified after submittal. Bidders may withdraw bids at any time before bid opening, but any resubmission must be received by the bid opening.

4. EXAMINATION OF SPECIFICATIONS: Each bidder shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.

5. ADDENDA: Should a bidder find, during the examination of the Bidding Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Bidding Documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of the School District for answer and interpretation. The School District will review the questions, and where information sought is not clearly shown on the Bidding Documents or specified, the District will make an addendum to all bidders of record in which the interpretation will be made. The School District will make no interpretations orally and only instructions in writing will be deemed valid.

The School District will not be responsible for any oral instructions. **All questions must be submitted in writing before 11:00 a.m. on Monday, September 18, 2017, so necessary addenda can be delivered.** Questions may be submitted to Verena Nunez via email at vnunez@d131.org. All bidders must supply an email address for the delivery of any Addenda. It is the responsibility of the bidders to be certain they have received the issued Addenda. Addenda can also be found on the district bidding website, [www.d131.org/bidding](http://www.d131.org/bidding).

6. QUALIFICATIONS OF BIDDER:

- a) The successful bidder must agree to assist East Aurora School District 131 staff in evaluating the efficiency and effectiveness of resource allocation.
- b) School District #131 may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.

7. DELIVERY OF MATERIALS:

- a) Delivery of supplies will be drop-shipped to the addresses indicated on the purchase orders.
- b) All deliveries of supplies will be unloaded and delivered by the bidder's staff or freight company's staff.
- c) Delivery must be made by required date. An acknowledgement or confirmation must be submitted within (48) hours of receiving purchase order indicating expected lead times.

8. The bidder shall furnish all materials and labor required to complete the bid specifications to owner's satisfaction. The bid proposal shall include freight and/or cartage for any delivery.

9. The bidder shall furnish the District with three (3) references, indicating the company/entity name, address, phone number and contact person.

10. The Board of Education of School District #131, reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. Owner further reserves the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or project will be completed in accordance with proposed contract documents.

11. COMMUNICATIONS

All communications, requests, questions, and so forth, shall be addressed to Ms. Verena R. Nunez at vnunez@d131.org .

12. QUOTATIONS AND BIDS

The contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

### 13. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all Sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

14. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) The illegality of sexual harassment;
- (2) The definition of sexual harassment under state law;
- (3) A description of sexual harassment, utilizing examples;
- (4) The contractor/subcontractor's internal complaint process, including penalties;
- (5) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) Directions on how to contact the Department and the Commission; and
- (7) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner or the architect on request.

15. INSURANCE

The successful bidder shall also provide owner with a certificate of insurance for the amount specified as follows, and such certificate or certificates shall be delivered to the owner prior to the date for commencement of the work as set forth in the contract:

A. Compensation Insurance

Workman's compensation insurance with limits as prescribed by the laws of the State of Illinois and employer's liability insurance with minimum limits of \$100,000.

16. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the owner, their officers, employees, servants and agents, from and against all claims, actions, suites, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees incurred by owner arising out of:

A. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.

B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

- Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract

17. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

18. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

19. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

20. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

21. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.).

Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

22. The successful bidder must enter into the agreement in the form included in the Bid Document.

23. DEPARTMENT OF LABOR STANDARDS: U.S. Department of Labor and Illinois Department of Labor standards shall apply to this work, including, but not limited to, Equal Employment Opportunity requirements, the "Illinois Prevailing Wage Act" ( 820 ILCS 130/0.01 et. seq.), the "Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) and the Illinois Drug Free Workplace Act (30 ILCS 580/1) as much as if bound to or repeated in the contract General Conditions.

The successful qualifiers, as mandated by the Prevailing Wage Act, must submit with all invoices and or pay requests a monthly certified payroll to District 131, accompanied by a certification that the records are true and accurate, the hourly rate paid to each worker is no less than the applicable prevailing wage and that the contractor is aware that knowingly filing a false certified payroll is a Class B misdemeanor.

Also, in accordance with the Prevailing Wage Act any contractor or sub-contractor, or agent or representative thereof, doing public work who neglects to keep, or cause to be kept, an accurate record of the names, occupation and actual wages paid to each laborer, worker and mechanic employed by him, in connection with the public work, or who refuses to allow access to same at any reasonable hour to any person authorized to inspect same under this Act is guilty of a Class A misdemeanor, which has a penalty of imprisonment of up to one year.

24. CRIMINAL BACKGROUND CHECKS: In accordance with section 10-21.9 of the Illinois School Code, School District 131, in conjunction with the Illinois Department of Law Enforcement, is required to obtain a criminal background check for all employees working on school grounds.

As a condition for any employee of the successful qualifiers performing services on any school grounds, the successful qualifiers must submit a list of such employees, with the information required to be submitted to the Department of Law Enforcement, and a signed consent from each such employee authorizing the investigation. Suppliers agree to execute any forms or documents required for this purpose.

25. The successful bidder shall, as contemplated by Section 10-20.40 of the Illinois School Code, certify to District 131:

(a) whether the bidder is certified by a certifying agency in the State of Illinois as (or eligible to be certified as) a minority owned business, a female owned business, or a business owned by a person or persons with disabilities as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act [30 ILCS 575/1 *et seq.*]; and

(b) whether the bidder is a locally owned business.

For purposes of compliance with this section a "locally owned business" means a business concern where the management or daily business operations are located within a 10 mile radius of the Administrative Offices of District 131.

26. Definitions:

"Board" means the Board of Education of the District

"Contract" or "agreement" means the complete agreement between both parties.

"Contractor" shall be construed to mean the party, offeror, or prospective vendor contracting with the District to provide services under any Contract entered into as a result of the RFP.

"District means East Aurora School District 131.

"Fiscal year" means the District's fiscal year from time to time, currently July 1 to June 30.

"Gross Sales" means total gross sales revenues generated with respect to sales of products pursuant to this Contract, less applicable local and state sales tax and less amounts actually refunded with respect to such gross sales revenues subject to the limits described below. If the Contractor receives insurance proceeds, restitution, reimbursement, damages, or any other payment to compensate Contractor for revenues lost with respect to this Contract, such payment shall also be included in Gross Sales for purposes of this Contract.

"Proposal" or "bid" means an offer to perform the services described in this Request for Proposals in accordance with the terms and conditions of the solicitation.

"Prospective vendor", "offeror" or "bidder" means a vendor company or other contractor submitting a proposal in response to this Request for Proposals.

"Request for Proposals" or "RFP" means the documents soliciting proposals. The Request for Proposals (including the proposal) becomes the contract upon acceptance by the School District.

27. Costs: Prospective vendors are responsible for any and all costs incurred by them or others acting on their behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to the Proposal or the RFP.



28. Vendor Information Summary: Each interested vendor shall furnish, as a part of its proposal, a Vendor Information Summary containing a general description of its experience providing beverage services to school districts. The following information should be included at a minimum:
- a. Name and address of operating company.
  - b. Duration and extent of the company's experience in the beverage service business.
  - c. Name, address, contact person, phone and fax numbers of at least two elementary schools, two middle schools and two high schools where the company currently provides a beverage services comparable to the beverage services requested in this RFP.
  - d. Letters of Recommendation from at least three current school district clients in Illinois.
  - e. A copy of the company's most recent Independent Financial Audit or other financial information.
  - f. A sample Monthly Commission Report that East Aurora School District 131 can expect from the company on a monthly basis.

**SECTION II**  
**SCOPE**

**A. TIME OF PERFORMANCE**

The District currently owns property rights to sell beverages through vending machines, food service programs and athletic activities, and certain property rights that may be utilized for advertising purposes.

The purpose of this solicitation is to obtain an exclusive three-year contract with an annual option for two one-year renewals for beverages for the District and license certain of these property rights to the Contractor on the terms described in this RFP. Such exclusivity will apply to all vended and fountain products in all facets of District activity, except as otherwise provided (e.g., school sites, athletic programs, etc.). Many events are conducted on District grounds and in District facilities by outside groups, and exclusivity for all beverages applies to these activities as well. Where applicable, rental agreements with all such outside groups will require exclusive use of the Contractor's products.

The Contractor's beverages will be sold through vending machines and occasional retail venues on the District's Properties and during any school-affiliated events, as part of the related Contractor's services and obligations, including, but not limited to, the following:

- Placement, maintenance, and stocking of full service beverage vending machines on the District's property and during any school sponsored events on District property.
- Installation and servicing of beverage merchandising equipment in the District's schools and any concession operations.
- The delivery of packaged beverages to the District's school stores and concession operations.

This agreement is not to be construed as a school breakfast and lunch program.

**B. TIME OF DELIVERY OF PRODUCTS**

It is the District's intent to allow deliveries during regular hours of operation. Other delivery times must be coordinated with and approved by the school principal or his/her designee.

**SECTION III**  
**SCHOOL DISTRICT INFORMATION**

A. SCHOOL LOCATIONS WITHIN THE DISTRICT

**1. High School**

East Aurora High School  
500 Tomcat Lane  
Aurora, IL 60505

**2. Middle Schools**

Cowherd Middle School  
441 N. Farnsworth  
Aurora, IL 60505

Fred Rodgers Magnet Academy  
501 College Avenue  
Aurora, IL 60505

Waldo Middle School  
56 Jackson Street  
Aurora, IL 60505

Simmons Middle School  
1130 Sheffer Road  
Aurora, IL 60505

**3. Elementary Schools**

Allen Elementary School  
700 S. Farnsworth Ave.  
Aurora, IL 60505

Bardwell Elementary School  
550 S. Lincoln Ave.  
Aurora, IL 60505

Beaupre Elementary School  
954 E. Benton  
Aurora, IL 60505

Dieterich Elementary School  
1141 Jackson Street  
Aurora, IL 60505

Gates Elementary School  
800 Seventh Ave.  
Aurora, IL 60505

Hermes Elementary School  
1000 Jungels Avenue  
Aurora, IL 60505

Johnson Elementary School  
2020 Liberty Street Road  
Aurora, IL 60505

Krug Elementary School  
240 Melrose Avenue  
Aurora, IL 60505

Oak Park Elementary School  
1200 Front Street  
Aurora, IL 60505

O'Donnell Elementary School  
1640 Reckinger Road  
Aurora, IL 60505

Rollins Elementary School  
950 Kane Street  
Aurora, IL 60505

Early Childhood Center  
278 Indian Trail  
Aurora, IL 60505

Benavides STEAM Academy  
250 E. Indian Trail  
Aurora, IL 60505

#### **4. Other Buildings**

Administrative Service Center  
231 Indian Trail  
Aurora, IL 60505

Buildings & Grounds  
411 Hill Avenue  
Aurora, IL 60505

Child Service Center  
1480 Reckinger Rd.  
Aurora, IL 60505

School Service Center  
417 Fifth Street  
Aurora, IL 60505

5. Site Information (Vending Machines) \*

\*The District reserves the right to add to or delete schools from those listed herein.

Site	Address	Machines
<b>High School:</b>		
East Aurora High School	500 Tomcat Lane Aurora, IL 60505	9
<b>Middle Schools:</b>		
Cowherd Middle School	441 N. Farnsworth Aurora, IL 60505	2
Simmons Middle School	1130 Sheffer Rd. Aurora, IL 60505	2
Waldo Middle School	56 Jackson St. Aurora, IL 60505	1
<b>Elementary Schools:</b>		
Early Childhood Center (ECC)	278 Indian Trail Aurora, IL 60505	1
Allen Elementary School	700 S. Farnsworth Aurora, IL 60505	1
Bardwell Elementary School	550 S. Lincoln Avenue Aurora, IL 60505	1
Beaupre Elementary School	954 E. Benton St. Aurora, IL 60505	1
Dieterich Elementary School	1141 Jackson St. Aurora, IL 60505	1
Gates Elementary School	800 Seventh Avenue Aurora, IL 60505	2
Hermes Elementary School	1000 Jungels Avenue Aurora, IL 60505	1
Johnson Elementary School	1934 Liberty St. Aurora, IL 60505	1
Krug Elementary School	240 Melrose Avenue Aurora, IL 60505	1
Oak Park Elementary School	1200 Front St. Aurora, IL 60505	1
O'Donnell Elementary School	1640 Reckinger Road Aurora, IL 60505	1
Rollins Elementary School	950 Kane Street Aurora, IL 60505	1
<b>Other Sites:</b>		
School Service Center (SSC)	417 Fifth Street Aurora, IL 60505	1
Buildings & Grounds (B&G)	411 Hill Avenue Aurora, IL 60505	1
Fred Rodgers Magnet Academy (FRMA)	501 College Avenue Aurora, IL 60505	1
Child Service Center (CSC)	231 Indian Trail Aurora, IL 60505	1
Benavides STEAM Academy	250 E. Indian Trail Aurora, IL 60505	

6. Site Information (Coolers) \*

\*The District reserves the right to add to or delete cooler locations from those listed herein.

Site	Location	Coolers
East Aurora High School	Sports Booster	5
East Aurora High School	Cafe	1
Simmons Middle School	Cafe	4
Waldo Middle School	Cafe	1
Cowherd Middle School	Cafe	1
	Total:	12

7. Student Population Estimates

The District currently has approximately 13,600 students as of September 1, 2017. The District also has significant traffic after hours (conservatively estimated at 2000 per day during the school year). Summer activities involving students and outside groups add substantially to projected beverage consumption. Approximately 1600 faculty and staff are employed by the District.

From May, 2016 through May, 2017, the District sold approximately 2,025 cases, as follows:

LOCATION	Aquafina	Crush Orange	Lipton Iced TEA	Mt. Dew	Mt. Dew Diet	Pepsi	Pepsi Diet	Pepsi Wildcherry	Gatorade	Mist Twist	Dole Juice	TOTAL
Allen	23	10	10	9	3	20	6	12	0			<b>93</b>
ASC	1	1	0	1	0	1	1	0	0	0	0	<b>5</b>
B&G	2	1	3	5	0	4	3	2	0	1	0	<b>1</b>
Bardwell	10	0	12	6	0	14	17	7	0	0	0	<b>66</b>
Beaupre	2	0		2	0	12	11	0	0	2	0	<b>29</b>
Benavides	11	2	3	1	0	9	10	5	0	4	0	<b>45</b>
CSC	7	1	4	2	0	3	8	2	0	0	0	<b>27</b>
Dieterich	5		5	2		8	6	0	0	0	0	<b>26</b>
ECC	3	1	1	1	0	5	3	2	0	0	0	<b>16</b>
Gates	22	5	10	3	0	15	13	7	0	0	0	<b>75</b>
Hermes	22	7	9	10		11	22	10	0	0	0	<b>91</b>
Johnson	5	3	4	9	0	9	6	5	0	0	0	<b>41</b>
Krug	13	4	5	4	0	8	5	8	0	0	0	<b>47</b>
Oak Park	11	5	3	2		9	13	3	0	0	0	<b>46</b>
O'Donnell	8	2	2	4	1	11	8	3	0	0	0	<b>39</b>
Rollins	12	4	6	6	0	8	7	4	0	0	0	<b>47</b>
Simmons	14	9	6			12	9	9			10	<b>60</b>
Waldo	11	8	7	9	0	24	13	13	0	0	0	<b>85</b>
Cowherd	18	7	7	7	11	14	20	9	0	0	16	<b>109</b>
East High	129	9	76	55	82	56	132	87	279	71	0	
SSC	4	0	1	2	0	3	4	2	0	1	0	<b>17</b>
Extension	5	0	0	2	0	8	1	0	0	1	0	<b>17</b>
FRMA	6	3	2	7	0	3	12	4	0	1	0	<b>38</b>
<b>Totals</b>	<b>344</b>	<b>82</b>	<b>176</b>	<b>149</b>	<b>97</b>	<b>267</b>	<b>330</b>	<b>194</b>	<b>279</b>	<b>81</b>	<b>26</b>	<b>2025</b>

**SECTION IV**  
**GENERAL SPECIFICATIONS**

A. PRODUCTS

1. Students will be offered and schools will promote nutritious beverage choices consistent with the current Dietary Guidelines for Americans and Food Guidance System published jointly by the U.S. Department of Health and Human Services and the Department of Agriculture. In addition, in order to promote student health and reduce childhood obesity, the District shall establish such administrative procedures to control beverage sales that compete with the District's non-profit food service in compliance with the Child Nutrition Act. Food service rules shall restrict the sale of beverages of minimal nutritional value as defined by the U.S. Department of Agriculture in the food service areas during the meal periods.

The placement or availability of machines must comply with all federal and State laws, rules and regulations relating to the sale and consumption of beverages in schools, as amended from time to time, including but not limited to the Illinois State Board of Education's School Food Service Rules (23 Illinois Administrative Code 305), the guidelines of the United States Department of Agriculture (USDA), and local fire code regulations.

2. The District retains the exclusive rights to provide food services and catering within District schools. Food service operations include school lunch and/or breakfast service, special milk programs and "ala carte" snack offerings during lunch service.
3. Sales of beverages from vending machines within the elementary schools are limited to staff lounges during school hours.
4. The District desires a wide variety of refrigerated beverages, the "Permitted Beverage Products" which have been mutually agreed upon between the District and the Vendor, and may include: soft drinks, waters, juices, isotonic beverages and others as may be recommended and accepted by the District. The Contractor will identify and provide, or offer to provide, at the District's option, all beverages packaged, manufactured or distributed by or otherwise available (i.e., through agreements, relationships, alliances or other cooperative effort) to the Contractor. The Vendor will specify, in the proposal, the percentage juice content of all packaged and fountain juice products offered. All ingredients must be shown on the product label as required by the Food and Drug Administration. All products must carry legible, open code dating on each can, bottle or case and indicate the expiration date.
5. The products shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, hot chocolate, all juice squeezed fresh, bulk water dispensers, and water drawn from the public water supply. Beverages that are a component of a reimbursable breakfast or lunch under the federal guidelines are also excluded. Sales of beverages as specified within the RFP will exclude any beverages served as part of the USDA reimbursable school food and nutrition program and will also exclude any beverage items received through the USDA donated food (commodity) program.
6. The District endorses the guidelines of the Alliance for a Healthier Generation as adopted by the American Beverage Association.
7. During the term of the Contract, the sale of all products shall be subject to the policies of East Aurora School District 131, including the District's Student Health and Wellness Policy (720.28), as amended from time to time, and to all federal and State laws, rules and regulations relating to the sale and consumption of beverages in schools, as amended from time to time, including but not limited to the Illinois State Board of Education's School Food Service Rules (23 Illinois Administrative Code 305).

8. Given slight variations at each site, the lights and/or the vending capabilities of the student vending machines are turned off during breakfast and lunch periods (which are specific to each building) as designated by the District. Machines remain on for afternoon and evening activities.
9. Machines located in teacher lounges, administrative offices, etc. sell beverages at all times.
10. If a desired product does not exist or becomes unavailable, the District may procure such product from other sources until it is made available through the Contractor.
11. The Permitted Beverage Products sold will be the mutual decision of the District and the Contractor. Product substitutions are not allowed unless the Vendor first obtains the prior written authorization from the District. If a manufacturer's product or brand changes during the course of the Term Vendor shall not automatically substitute the product but shall submit product specifications to the District for approval prior to delivery. If accepted, the new product or brand shall be subject to all terms and conditions of this RFP.
12. The District will not be required to provide personnel for selling beverages. However, if the District desires to sell over-the-counter beverages at events with its personnel, the Contractor will provide beverages at a cost consistent with the RFP.
13. 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.
14. During the term of the Contract, the Contractor shall fully supply all products and fill all machines in a timely manner (within 24 hours upon receipt of any request) to keep all vending machines, dining facilities, and concessions fully supplied with respect to all cans, bottles, syrups, carbonation, and all other necessary supplies to allow the District and the vending Contractor to maximize sales.
15. Student operated stores will be allowed to sell the Contractor's products direct; however, the products will be purchased from the Contractor at or below the Contract price.
16. The proposal shall specify any anticipated donations in-kind of product, equipment, and their estimated value. Please describe in detail any products or other benefits provided by the prospective vendor to the District and estimated value.

B. FULL SERVICE VENDING

All vending machines shall be serviced by the Vendor on a "full service" basis. The term "full service" shall mean 1) that the Vendor shall fill all such vending machines with the Vendor's Beverages, which the Vendor owns and shall continue to own until purchased by a customer, 2) that in consultation with the Vendor, the District shall set the vending price for the Beverages which are to be dispensed through these machines; 3) that the Vendor will deliver only enough product necessary to fill the vending machines and leave no excess inventory on District Properties; 4) that the Vendor will service vending machines at a minimum of once per week; 5) that the Vendor will respond within 12 hours of notification of empty (50% or more of the selections are sold out) vending machine; 6) that the Vendor will collect all moneys received for the Beverages dispensed through these machines; and 7) that the Vendor will be responsible for the placement of at least a 8 ½ " x 11" notification on the machine that use of these machines are at the consumer's risk and no refunds will be issued.



C. EXCLUSIVITY

1. Exclusive Beverage Service Rights: The Contractor will have the exclusive right to supply beverages as defined in the RFP, including but not limited to: vending machines, packaged beverages for concession operations, Booster groups, school clubs and other school activities, subject to any applicable laws and regulations, or agreements and policies with respect to the District's food service program. This provision does not apply to Permitted Beverage Products, or any other products, that are purchased off-campus by students, faculty, or their guests for personal consumption and not for resale on District property.
2. Exclusive Beverage Advertising Rights: The Contractor shall have the right to advertise beverages on certain signs that are mutually agreed upon between the Contractor and the District and in accordance with existing Board of Education policies. All advertising of beverages beyond the standard logos on vending machines, coolers, cups, refrigeration equipment, and concession stands must be approved by the District.

Prospective vendors should include a detailed list of exclusive advertising opportunities that are requested as part of its Proposal. Any suggested future advertising opportunities throughout the term of the Contract will be subject to the approval of the District.

3. Exclusive Beverage Athletic Activity Rights: The Contractor will have the exclusive right to supply beverages as defined in the RFP during District sponsored or operated interscholastic athletic events at District facilities.
4. Nature of Exclusivity: The District will use its best efforts to ensure the benefits described above are exclusive to the Contractor. However, exclusive rights will apply only with respect to District owned and controlled facilities for which the District retains control of space utilization. The exclusive rights will be subject to any outside contract rights that may conflict with the RFP.
5. Permitted Exceptions: Nothing contained in the RFP will prevent on-campus possession or consumption of competitive beverages purchased off campus and brought in by parents, students, employees, or other persons. The District also reserves the right to dispense any donated beverages on an incidental basis.
6. Competitive Products:
  - a. "Competitive Products" will mean all beverages not sold by the Contractor.
  - b. Subject to the Permitted Exceptions referenced above, the District will not permit competitive products to be sold, dispensed, sampled or served at any District controlled facility.
  - c. No permanent or temporary advertising, signage or trademark visibility for competitive products will be displayed or permitted at any District controlled facility, excluding wearing apparel.
  - d. The District will not enter into any agreement or relationship whereby any competitive products are associated with the District in any advertising or promotional activity.

D. PRICING

1. The Contractor will include an initial non-vended per case pricing proposal which shall be for the initial three year term. The final selling price of products shall be mutually agreed upon during the negotiation of the final terms and conditions. The Contractor should also include in the offer its proposed costs for all beverages and supplies for food service, athletics, and other activities.
2. The price increase for products for each option year shall be the lesser of the percentage in the proposal to be applied each option year to the prior year's average price(s) or the annual change to the Chicago Metropolitan Consumer Price Index effective as of July 1 of each year. In the event the CPI is used the calculation shall be based on the percentage change between the previous year and the current year's CPI as published by the U.S. Department of Labor's Bureau of Labor Statistics. The specific index to be reviewed is the CPI for the Chicago Metropolitan area each year using the "Special Aggregate Index" category of "All items less Shelter" under the "All Urban Consumers" column. Vendor's notice of a proposed price increase shall include a copy of the calculations Vendor used to justify the request. The Contractor and the District will mutually agree upon all price increases.
3. Pricing for non-vended cases will be consistent among all groups and organizations associated with the District including, but not limited to, food service, concession stands, Booster groups, school clubs and other school activities.
4. The maximum initial vended price will be as follows, unless the District and the vendor agree otherwise:
  - a. \$1.50 for 20 ounce isotonic
  - b. \$1.25 for 20 ounce carbonated soft drink (CSD), non-CSD and water
  - c. \$1.00 for 12 ounce isotonic
  - d. \$.75 for 12 ounce CSD
  - e. \$1.25 non-CSD and 10-12 ounce juice
5. Upon the District's request, the prospective vendor shall provide the District with pricing information that substantiates that the pricing offered is at least as low as the prospective vendor's educational pricing provided to other school districts or similar educational institutions, within Illinois, provided that any such school districts or similar educational institutions have substantially similar contract terms and conditions with the prospective vendor.
6. All prices provided in a proposal are to be F.O.B. destination. All deliveries are to be made to the individual schools and facilities within the District as requested.

E. EQUIPMENT

1. The Contractor will be required to furnish upon execution of the Contract vendor-owned and manufactured soft drink machines at all agreed upon locations. Machines will be placed in the same locations as machines being replaced, or in different locations with mutual agreement between the principal or designee and the Contractor. All Contractor provided equipment, including beverage vending machines, shall remain the sole property of the Contractor.
2. Additional machines at specific school buildings may be supplied with mutual agreement between the principal or his or her designee and the Contractor.
3. Vending machines provided will be new or completely reconditioned, modern and of the latest machine technology, have bill change capabilities, have unit sales counting capabilities and be aesthetically acceptable to the District. All vending machines shall conserve energy through energy efficiency and shall have an Energy Star, or equivalent.

All vending machines shall meet the requirements of the Americans with Disabilities Act in that all controls must be located between two and four feet from ground level.

4. Vending machines must have clocks (timers) that automatically turn the lights and the vending capabilities of the machines off and on in order to comply with the federal school breakfast and lunch program, and to accommodate the District's prohibition of beverage vending sales during breakfast and lunch periods (which are specific to each building) as designated by the District, and at other times as directed by the building principal.
5. Vending machines will be quiet and not disruptive to the educational environment.
6. The installation of vending machines and other equipment, and all related expenses, will be the Contractor's responsibility. The District will support reasonable requests from the Contractor in this regard.
7. The District may reject machine signage or logos deemed objectionable or a distraction to the educational environment.
8. The Contractor will supply non-vending coolers in support of various school activities, including but not limited to: Booster concession stands, sports coolers, and food service programs. Where appropriate, the Contractor shall attempt to provide sports coolers for visiting teams at District athletic events. The exact number, type and placement at Contractor expense, will be mutually agreed upon before the recommendation of contract award to the Board of Education.
9. The District will furnish at no cost to the Contractor, necessary electricity for the operation of vending machines and non-vending coolers. A projection of the maximum annual electrical cost and maximum annual electrical consumption per machine shall be included in the proposal. The District will take reasonable measures to avoid power loss and to restore power when a power outage occurs.
10. The District shall not be required, without fee, to furnish any storage space for Permitted Beverage Products owned by the Contractor. The District may provide temporary storage of concession equipment after athletic or other events without charge. The District will consider a proposal to provide long term inventory storage for products or machines for an annual fee.
11. All equipment, included, but not limited to, coolers, Visi-Coolers, etc., must be supplied, installed, and maintained by the Contractor at no cost to the District to enable the sale of beverages at any District retail location. Placement, removal, or expansion of beverage retail or merchandising equipment will be determined by the District. Equipment must be maintained in good working condition at all times.
12. The contractor shall provide each middle school and the high school with sufficient recycling containers with lids to accommodate the number of empty beverage containers generated from the sale of beverages. The District will be responsible for the recycling and/or disposal of beverage containers.

F. EQUIPMENT MAINTENANCE

1. The Contractor will be responsible for maintenance and repair of vending equipment and other equipment it provides for use. The District will exercise prudent care in handling and operating any such equipment.
2. The District will not be responsible for normal wear, tear and damage caused by third parties.

3. The Contractor will ensure vending or non-vending machines are not out of service for more than twenty-four (24) hours from the time of notification by the District, unless otherwise agreed by the District.
4. The Contractor will replace machines that are chronically out of service or malfunctioning, as determined by the District.

G. LOCATION OF VENDING MACHINES

1. The use of electrical cords for vending or non-vending machine power that are longer than (10) feet must be approved by the District.
2. The Contractor will request in writing to the building principal, any desired installation of additional electrical outlets, or movement of existing electrical outlets. The Contractor will 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.
3. Vending machines may be relocated by the District at any time. If Contractor notice cannot be made prior to relocation in excess of seven consecutive school days, it will be made as soon as reasonably possible after the move.
4. The Contractor may be required to provide certain portable vending machines to accommodate special traffic flows, events or programs (night school, elections, summer camps, evening events, dances, tournaments, etc.).

H. COMPENSATION TO THE DISTRICT

To the extent permitted by law, and subject to agreement by the District and the Contractor, compensation payable to East Aurora School District 131 under the Contract shall consist of the following items, which compensation shall be subject to certain negotiated guarantees and minimums as described in Section VI, Paragraph A, below:

1. An annual payment for the exclusive right (Rights Fee) to provide for beverage sales for the District, including exclusive vending rights, exclusive advertising rights, exclusive athletic concession/vending rights and exclusive food service beverage rights where applicable;
2. An annual per case rebate, due for the previous year within thirty (30) days after each anniversary date.
3. Monthly commission payments on vended products; and
4. A guaranteed sales incentive for years when case sales are greater than 7,500 cases.

The proposal shall specify the amount and payment terms, timing and conditions for all non-commission payments.

I. COMMISSION PAYMENTS

1. The Contractor will pay vending machine commissions in twelve monthly payments based upon Gross Sales during the month. Total annual commission payments will be subject to certain negotiated guarantees and minimums as described in Section VI, Paragraph A, below.
2. Payment of vending commissions will be made by the end of each month for the preceding month's commission, unless otherwise agreed. The method of payment will be approved by the Assistant Superintendent of Finance or designee. The Contractor shall pay a minimum of six percent (6%) interest or the six month Treasury Bill rate whichever is higher, as a late fee for payments made after the due date.
3. The Contractor acknowledges responsibility for all risk with respect to any reduction of 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 the athletic or extracurricular program or schedule, 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 any other payments, to the District.
4. For any portion of the term of the contract which constitutes less than a contract year, any 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.
5. Payments will also include back-up support documentation, indicating sales volume per machine per building. The District reserves the right to audit the distribution of commissions. All machines shall have counting devices and the District shall have access to those devices. Audit requests shall be made in advance and occur at reasonable times and places. Machine counting devices may be checked by the District at any time, under the supervision of the Contractor.
6. The prospective vendor shall provide the percentage of commissions to be paid to the District at the vending price for specified sized containers as set forth herein. Commission rates are stated as a dollar amount per case and must remain constant for term of contract. Vending price shall be set by the District, with input from the Contractor to maximize commissions. Estimated annual sales (in cases) may vary from year to year and product to product. Volume is not guaranteed. If vendor lists additional product choices, other product sales must be adjusted accordingly.

J. ACCOUNTING REQUIREMENTS

1. All Contractor financial records pertaining to this contract will be made available for audit during normal working hours by the District or its designated auditor.
2. Prior to recommendation of contract award 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 of Finance or designee and each building principal, including detailed sales reports by product and sales mode (including but not necessarily limited to vending machines, food service, Boosters, and activity fund) 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.

3. 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 for the discrepancy with treasury rate interest. The interest rate will be the average of the six month treasury bill rate for six month semi-annual calendar period immediately preceding the audit.

K. LICENSES, TAXES AND REGULATIONS

1. The Contractor will comply with federal, State, and local regulations, and all District policies 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.
2. 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.
3. 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.
4. 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 the Illinois State Board of Education's School Food Service Rules (23 Illinois Administrative Code 305), and Titles VI and VII of the Federal Civil Rights Act of 1964, as amended.

L. LABOR, WORKMANSHIP, SCHOOL SECURITY AND SERVICE VEHICLES

1. Contractor's delivery vehicles will not include advertisement of alcoholic beverages.
2. All work will be performed in a skillful and workmanlike manner.
3. 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.
4. The Assistant Superintendent of Finance or her designee, may require the Contractor to immediately remove any employee that he, or on-site school personnel, deem to be incompetent, careless, or otherwise objectionable in their sole discretion.
5. 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.
6. Contractor employees or agents will not fraternize or otherwise communicate with students except in cases of safety.
7. 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.

8. The Contractor will ensure that 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:
- a. 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).
  - b. Each Contractor employee or agent will maintain professional workmanlike attire.
  - c. Contractor employees or agents will not possess tobacco, alcohol or any illegal or dangerous substance on District property.
  - d. 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.

M. WARRANTY

The prospective vendor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects. The District's intended use is for the resale and consumption of the beverages and use of the equipment supplied under the contract by District employees and volunteers in connection therewith. The prospective vendor warrants that the goods and services are suitable for their intended use.

N. BUSINESS RELATIONSHIP CERTIFICATION

The prospective vendor certifies that no elected or appointed official or employee of the District or its participants has benefited or will benefit financially or materially from any consideration of its proposal, the selection of the prospective vendor, or the contract.

O. REPAIRS TO PROPERTY DAMAGE

Any damage to District facilities caused by the contractor, its agents or employees, or equipment or products, shall be repaired so that facilities are in as good condition as found. All repairs shall be accomplished at no cost to the District.

P. SERVICE PERSONNEL

Contractor's service personnel will be uniformed and shall observe all District policies and regulations, including "sign-in" at school offices when reporting for service calls.

Q. CONTRACT ASSIGNMENT OR SUB-CONTRACT

The resulting contract shall not be assigned, transferred, or subcontracted in whole or in part without the prior written approval of the District.

**SECTION V**  
**PROPOSAL CONTENT**

A. INTRODUCTION

1. Introduction and Requirements of this Section: This section describes the information which must be furnished by the prospective vendors and prescribes the format in which it must be presented.
2. General Requirements: In order to be responsive to this RFP, prospective vendors must design their proposals around the evaluation criteria and the minimum responsibilities set forth herein. Dollar amounts and/or percentages cannot be qualified by any factor, condition, attachment or summary. All certifications must be properly signed and otherwise executed. Attachments must be specific only to requested information.
3. Elements Of Proposal: In addition to any other requirements set forth in this RFP, the proposal shall include, without limitation, separate offers relating to the following:
  - a. Exclusive Beverage Vending Services to Schools, including without limitation the Guaranteed Annual Payments described in Section VI and the Commissions and Product Pricing described in Section IV.
  - b. Exclusive Advertising Rights described in Section IV, paragraph C, above.
  - c. Offer Regarding Security for Payment described in Section V, paragraph E, below.

B. RESPONSE FORMAT

1. The proposal should follow the following format instructions:

**Completeness** - Address proposal items as completely as possible. The description may be in narrative or outline format. Be as concise as you can while discussing the items fully.

**References** - You may attach and reference any supporting documents that help describe or contribute to your proposal.

**Package Format** - Assemble your completed proposal into a package that can be readily reviewed (an index is desirable.) Submit an original.

**Proposal Worksheet** - Provide a brief summary of your proposal using the attached Proposal Worksheets (Pages 30 through 35).

2. Proposals should be presented in a format that can readily be incorporated into a Contract between the successful Contractor and the District encompassing the RFP and the successful proposal. Each prospective vendor must include with its proposal the form of such encompassing Contract. The RFP and proposal, at the District's option, may be appended or otherwise included in the form of Contract to the effect that the RFP and Proposal are controlling on the terms of the Contract. Each proposal will be evaluated on the form of the proposed Contract as well as the financial implications of the proposal.
3. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the District to determine the prospective vendor's overall qualifications. Each Proposal shall also include any other information that the prospective vendor feels is significant in making an informed decision relative to its proposal.



4. Any exceptions to the specifications or any other special considerations or conditions requested or required by the prospective vendor shall be enumerated by the prospective vendor and be submitted as part of its proposal, together with an explanation as to the reason the specifications cannot be met. Each prospective vendor shall be required and expected to meet the specifications in their entirety, except to the extent exceptions are expressly noted in its proposal. All pricing will be indicated on the Commission Forms provided (see attached proposal form).

C. REQUIRED PROPOSAL ELEMENTS

1. Each prospective vendor shall submit its Proposal for a three-year period with an annual option for two one-year renewals, and shall include an implementation schedule. Signatures must be affixed to Schedules or items where indicated
2. The following must be provided in each Proposal:
  - a. Cover letter prepared on your organization's business letterhead with authorized signatures. This should be limited to a brief narrative highlighting the proposal and should be aimed at nontechnical personnel. This item should not include commission/pricing quotations.
  - b. A Vendor Information Summary containing a general description of your experience providing beverage services to school districts. The following information should be included at a minimum:
    - 1) Name and address of operating company.
    - 2) Duration and extent of the company's experience in the beverage service business
    - 3) Name, address, contact person, phone and fax numbers of at least two elementary schools, two middle schools and two high schools where the company currently provides a beverage services comparable to the beverage services requested in this RFP.
    - 4) Three references, including contact name, address, phone number, and email address.
    - 5) Letters of Recommendation from at least three current school district clients in Illinois.
    - 6) A copy of the company's most recent Independent Financial Audit or other financial information.
    - 7) A sample Monthly Commission Report that East Aurora School District 131 can expect from the company on a monthly basis.
  - c. Completed Vendor Information and Authorization form
  - d. Completed Acknowledgement Of Addendum form (if applicable).
  - e. Completed Certificate Of Eligibility To Submit Proposal (Bid)
  - f. Completed Anti-Collusion Certification Of Compliance
  - g. Hold Harmless Certification
  - h. Contractor's Drug Free Workplace Certification
  - i. Completed Contractor Experience form
  - j. Completed Proposal Worksheet forms
  - k. Annual Marketing and/or School Program or Activity Support summary (if applicable).

- l. Description of Athletic Support Kits (if applicable).
- m. Provisions regarding security for payment (See paragraph E, below).
- n. Any additional information considered necessary or helpful to the District in determining your qualifications.

D. COMMISSIONS

Prospective vendors should provide their best compensation and commission levels with the initial proposal since the District may award a contract based on initial proposals without any further discussions or negotiation.

E. PROVISIONS REGARDING SECURITY FOR PAYMENT

It is an important goal of the District with respect to this Contract that at least the guaranteed minimum payment to the District be secured against financial failure of the Contractor. The proposal shall include the Contractor's proposal for accomplishing this security, which may include any or all of the following: (1) Letter of credit from a financial institution; (2) Surety bond; (3) Guarantee of a Fortune 500 corporation; (4) Security agreement covering readily marketable assets; and/or (5) Insurance against nonpayment.

**SECTION VI**  
**EVALUATION CRITERIA**

**A. GUARANTEED ANNUAL PAYMENTS**

In determining whether to award a contract to a prospective vendor, the District will consider:

1. The amount of money a prospective vendor offers annually for the exclusive right (Rights Fee) to provide for beverage sales for the District, including exclusive vending rights, exclusive advertising rights, exclusive athletic concession/vending rights and exclusive food service beverage rights where applicable. This Rights Fee shall be paid in equal installments at the execution date of the contract and on the first business day of July of each contract year thereafter. Annual payments for this Rights Fee may be different from year to year but never less than the agreed upon minimum amount;
2. The amount of money a prospective vendor offers annually as a per case rebate;
3. The guaranteed aggregate annual minimum amount of commission on vended products (Guaranteed Commission) a prospective vendor will offer the District, regardless of all other factors. Such annual amount to be paid in total by no later than August 15 each year;

**B. COMMISSIONS AND PRODUCT PRICING**

The District will also consider the amount of commission on vended products a prospective vendor will offer the District, and the proposed initial price to be paid by the consumer for each product proposed for sale. The prospective vendor shall identify the maximum price increase percentage which may be applied to the prior year average price. The District will consider the variety of products offered. Vendors are advised that the commission currently paid to the District is approximately forty-four percent (44%).

**C. VENDING MACHINES**

The District will consider the minimum number, the type, specifications (including annual electrical power consumption for each type) and the quality of vending machines that the prospective vendor is willing to provide at each site. The prospective vendor must calculate and show the projected maximum annual aggregate electrical cost and consumption (kilowatt) for specific vending machines as proposed.

**D. VENDOR INFORMATION**

The District will consider the information provided by the prospective vendor in the Vendor Information Summary (see Section I, Paragraph B, 20).

**E. GUARANTEED MAXIMUM REPAIR TIME**

The District will consider the prospective vendor's guaranteed maximum number of hours to complete repairs, or if necessary, to replace vending machines which are out of service, in whole or in part, following notification by any District employee. The maximum shall not exceed 24 hours.

**F. MARKETING**

The District will consider the prospective vendor's plan to enter the District market and to retain, enhance and maintain beverage sales in a manner which is educationally sound.

G. OTHER INFORMATION

The District will consider any additional information provided by the prospective vendor that may contribute to the proposal being considered the best. This may include, but is not limited to, distribution of promotional items, proposal for improving concession sales, award programs for student and/or school achievement/attendance, school-to-work program enhancement, faculty development initiatives, technology support, or other proposals which enhance District revenue and student programs.

**SECTION VII**  
**TERMS AND CONDITIONS**

**A. TERM OF CONTRACT**

The contract period will begin on November 1, 2017 for a three (3) fiscal year term and ending October 31, 2020 (with an annual option for two one-year renewals). The school calendar is developed and approved by the Board of Education each year. Generally, students attend school from late August to early June. The District has a nine (9) month school year with summer classes held throughout the three summer months. There are many after school, weekend and summer activities as well, involving thousands of participants. Administration offices including facilities, warehouse, transportation, and central administration are open year round.

**B. DEFAULT AND TERMINATION**

1. 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 thirty (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.
2. 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.
3. For purposes of this contract, matters beyond the control of a party will include acts of God, national emergencies, acts of a public enemy, governmental restrictions, and 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.

**C. DISTRICT'S ADDITIONAL RIGHT TO TERMINATE**

The District may also terminate this contract, at all or certain sites, if the Assistant Superintendent of Finance or 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. ADDITIONAL TERMS AND CONDITIONS**

1. 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.

2. Upon termination of the contract:
  - a. 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.
  - b. The termination of the contract by the District will not be deemed a waiver of any other right or remedy of the District under the contract or under applicable law.
  - c. The District, upon termination of the contract by either party, will repay the Contractor any upfront monies received, on a pro-rata basis.
3. The contract may only be modified through written mutual consent of both parties.
4. 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.
5. 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.
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. In the event the District files litigation to enforce any right hereunder then it shall be entitled to, in addition to any other recovery, be entitled to recover its reasonable costs and attorneys fees.
  - 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 of Finance 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 thirty (30) days of the contract award.

9. Insurance

- a. The Contractor will maintain, with an insurance company licensed to do business in Illinois and reasonably acceptable to the District, 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.
- b. 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.
- c. All Contractor insurance will name the District as an additional primary 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 thirty (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 Kane, State of Illinois.
14. This writing constitutes the complete agreement of the parties with respect to its subject matter and takes precedence over prior proposals and agreements, whether written or oral, and all other written and oral communications between the parties.



## **PROPOSAL FORMS**

1. VENDOR INFORMATION AND AUTHORIZATION:
2. ACKNOWLEDGEMENT OF ADDENDUM:
3. CERTIFICATE OF ELIGIBILITY TO SUBMIT PROPOSAL (BID):
4. ANTI-COLLUSION CERTIFICATION OF COMPLIANCE:
5. HOLD HARMLESS CERTIFICATION:
6. CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION:
7. CONTRACTOR EXPERIENCE:
8. PROPOSAL WORKSHEET (5-YEAR CONTRACT):
9. ATTACHMENTS:

**(1) VENDOR INFORMATION AND AUTHORIZATION**

The undersigned hereby affirms that:

- \* He/She is a duly authorized agent of the vendor.
- \* He/She has read and agrees to the RFP.

I certify that I am submitting the following offers as my firm's proposal. I understand by virtue of executing and returning with this proposal this required response form, I further certify full, complete, and unconditional acceptance of the contents of this RFP.

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) CERTIFICATE OF ELIGIBILITY TO SUBMIT PROPOSAL (BID)**

\_\_\_\_\_ (bidder), pursuant to Section 33E-11 of the Illinois criminal code of 1961 as amended, hereby certifies that neither (he, she, its) partners, officers, or owners of (his, her, its) business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, 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.

Signature of Contractor: \_\_\_\_\_

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

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

**(4) 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: \_\_\_\_\_

**(5) HOLD HARMLESS CERTIFICATION**

The Contractor agrees to indemnify, keep and save harmless East Aurora School District 131, Kane County, Illinois, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may accrue against East Aurora School District 131 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 East Aurora School District 131, Kane County, Illinois, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may in any way accrue against East Aurora School District 131 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 East Aurora School District 131, Kane County, Illinois as herein provided.

For: \_\_\_\_\_ By: \_\_\_\_\_  
(company name) (signature)

Its: \_\_\_\_\_ Date: \_\_\_\_\_  
(owner, president, partner, etc.)

**(6) CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION**

Pursuant to 30 ILCS 580/1 et seq. ("Drug Free Workplace Act"), the undersigned certifies to the Board of Education of East Aurora School District 131, Kane County, Illinois that it will provide a drug-free workplace by:

1. Publishing a statement:
  - A. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;
  - B. specifying actions that will be taken against employees for violations of this prohibition;
  - C. notifying employees that, as a condition of employment on this contract, employees will:
    1. abide by the terms of the statement,
    2. notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
2. Establishing a drug-free awareness program to inform employees about:
  - A. the dangers of drug abuse in the workplace;
  - B. the Contractor's policy of maintaining a drug-free workplace;
  - C. available drug counseling, rehabilitation, and employee assistance programs;
  - D. penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement in subsection "1" to each employee engaged in performance of the contract, and posting it in a prominent workplace location.
4. Notifying the District within ten days after receiving notice in subsection "1", paragraph "C", part "2", from an employee, or otherwise receiving actual notice of such conviction.
5. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.
7. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Contractor's Drug Free Workplace Certification will subject the contractor to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

For: \_\_\_\_\_ By: \_\_\_\_\_  
(company name) (signature)

Its: \_\_\_\_\_ Date: \_\_\_\_\_  
(owner, president, partner, etc.)

**NOTICE:** This Drug Free Workplace Certification must be completed by contractor's with (25) or more employees at the time of contract: or a department, division, or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with the District.

**(7) CONTRACTOR EXPERIENCE**

Provide three references for a similar contract.

1.) Owner Name:	
Address:	
Name of Contact:	
Phone:	Project Date:
2.) Owner Name:	
Address:	
Name of Contact:	
Phone:	Project Date:
3.) Owner Name:	
Address:	
Name of Contact:	
Phone:	Project Date:

**(8) PROPOSAL WORKSHEET (3 – YEAR CONTRACT)**

Note: Failure to submit a proposal in a manner that allows a clear determination of an exact amount may be considered non-responsive to the required RFP elements.

**ANNUAL RIGHTS FEE AND ANNUAL PER CASE REBATE**

<b>Contract Year</b>	<b>Annual Rights Fee</b>	<b>Annual Per Case Rebate *</b>
2017-2018		
2018-2019		
2019-2020		
OPTIONAL: 2020-2021		
OPTIONAL: 2021-2022		

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

- 1) \_\_\_ will apply to all cases sold (i.e., vending, food service, activities, Boosters, etc);
- 2) \_\_\_ will apply only to vended cases;
- 3) \_\_\_ other (please describe: \_\_\_\_\_ )

**D. VENDED PER CASE COMMISSION**

Vendors may provide this information in a different format if necessary

<b>Product (Package)</b>	<b>Vended Cost per Case</b>	<b>Vended Per Case Commission</b>	<b>Commission Percentage</b>
20 oz. Bottle – Soft Drinks (carbonated)			
20 oz. Bottle – Soft Drinks (non-carbonated)			
12 oz. Can – Soft Drinks (carbonated)			
12 oz. Can – Soft Drinks (non-carbonated)			
10 oz. Juice			
12 oz. Can – Juice			
20 oz. Water			
12 oz. Water			
20 oz. Isotonic			
12 oz. Isotonic			

**E. NON-VENDED COST PER CASE (RETAIL PRODUCT COST)**

Vendors may provide this information in a different format if necessary

<b>Retail Product</b>	<b>Alternative Package Size</b>	<b>Units Per Case</b>	<b>Unit Price</b>	<b>Case Price</b>
20 oz. Bottle – Soft Drinks (carbonated)				
20 oz. Bottle – Soft Drinks (non-carbonated)				
12 oz. Can – Soft Drinks (carbonated)				
12 oz. Can – Soft Drinks (non-carbonated)				
10 oz. Juice				
12 oz. Can – Juice				
20 oz. Water				
12 oz. Water				
20 oz. Isotonic				
12 oz. Isotonic				

## **ATTACHMENTS**

Please attach the following:

1. Vendor Information Summary that may be used to inform the Board of Education, Administration, Building Staff, etc.
2. Sample Monthly Commission Report
3. Annual Marketing and/or School Program or Activity Support summary which may include but not limited to: cash payments, free product, T-shirts, gift certificates, etc.
4. Description of Athletic Support Kits
5. One (1) original, signed RFP