

REQUEST FOR PROPOSAL (RFP)



#2026 School Beverage Contract

Proposals Due
Friday, February 6, 2026 at 10:00 a.m.
East Aurora School District 131
Administrative Center
310 Seminary Avenue
Aurora, IL 60505

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SECTION I PROPOSAL INFORMATION

REQUEST FOR PROPOSALS

The Board of Education for the Aurora East School District # 131 will receive sealed *proposals* for the School Beverage Contract as described herein and subject to the conditions hereinafter stipulated until **10:00 a.m. C.S.T. on Friday, February 6, 2026**. *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 confirmation that a *proposal* has been received by the Board of Education prior to the deadline. **Proposals received after the time specified in this Request for Proposal will not be considered.**

Specifications may be secured at www.d131.org/business-office/bidding .

All *proposals* are to be enclosed in a sealed envelope clearly marked as:

“RFP #2026 School Beverage Contract” and addressed/delivered to the following:

Attention:

Dr. Michael Engel
Associate Superintendent of Finance and Operations /
Chief Financial Officer
Aurora East School District 131
Administrative Center
310 Seminary Avenue
Aurora, IL 60505

For any inquiries regarding the *proposal* specification or opening please contact Dr. Engel at (630) 299-5545 or mengel@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 Aurora East School District #131. Award of the *Contract* shall be based on the fees charged, experience, reputation, and the financial stability of the *Vendor* as well as strict compliance with the format, terms and conditions of this *RFP 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.

BACKGROUND

A. EAST AURORA SCHOOL DISTRICT 131

East Aurora School District #131 is located in Kane County, Illinois, approximately 40 miles west of Chicago and serves portions of the City of Aurora and the Village of Montgomery. The *District* was organized in 1898 and serves Grades K-12. The *District* operates two (2) Pre-Schools (Child Development Centers), one (1) STEAM (Grades K-2), twelve (12) Elementary Schools, one (1) Magnet School (Grades 3-8), three (3) Middle Schools, two (2) High Schools (Includes an Extension High School), and two (2) Affiliated Schools.

The *District* has a Five-year Strategic Plan which includes the following:

Our Mission: *To educate and empower all students to reach their full potential.*

Our Vision: *Our graduates will be confident and productive global citizens committed to improving their community.*

Strategic Goal #1, Equity: *East Aurora School District 131 will meet the diverse needs of all students by ensuring a safe and inclusive learning environment.*

Strategic Goal #2, Operational Excellence: *East Aurora School District 131 will align and utilize systems and resources that promote operational excellence, efficiency, and fiscal accountability.*

Strategic Goal #3, Collaborative Leadership: *East Aurora School District 131 will engage in the continuous cycle of improvement through collaborative, student-focused, and data- driven leadership teams who will monitor and communicate at all levels.*

Strategic Goal #4, Student Achievement: *East Aurora School District 131 will ensure the academic success of all students by closing the opportunity gap.*

B. PROCUREMENT SCHEDULE

The schedule for procurement is as follows:

January 16, 2026	RFP Release Date (Public Notice/ Direct Submission)
January 30, 2026	Deadline for submission of questions
February 6, 2026	Deadline for submission of <i>Proposals</i>
March 2, 2026	Recommendation to Award Contract
	Award of Contract
	Contract Signing
July 1, 2026	Anticipated Start Date of Selected Contract

INFORMATION FOR VENDORS

SECTION I

1. **NOTICE:** Notice is hereby given that sealed *proposals* for all material outlined on the attached listing for East Aurora School District 131, Aurora, Illinois shall be received at 310 Seminary Avenue, Aurora, IL 60505, on or before 10:00 a.m. on February 6, 2026. **PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.** The *District* cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a *proposal* has been “received” by the *District* before the specified deadline. *Proposals* received after the time specified in the *Request for Proposal* will not be considered.
2. **PROPOSAL RFP DOCUMENTS:** *Proposal RFP Documents* contained within this *RFP* consist of: (1) *Proposal* Information; (2) Scope; (3) School District Information; (4) General Specifications; (5) *Proposal* Content; (6) Evaluation Criteria; (7) Terms and Conditions; and (8) *Proposal* Forms (collectively, the “*RFP* documents”). All *RFP* documents may be obtained after 10:00 am on January 16th, 2026 through the District’s website: www.d131.org/business-office/bidding/.

Vendors shall carefully examine the entire contents of *RFP* documents to become thoroughly familiar with all requirements. The submission of a *Proposal* will constitute an irrevocable representation by the *Vendor* that the *RFP* documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions.

A complete set of *RFP* documents shall be used in preparing *Proposals*. The *District* does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of *RFP* documents.

Owner, in making copies of *RFP* documents available on the above terms, does so for the purpose of obtaining *proposals* on the contract and does not confer a license or grant for any other use.

3. **SUBMISSION OF PROPOSAL:** *Proposals* shall be completed and properly executed – and when required – accompanied by proper *proposal* security. *Proposals* shall be submitted on the *Proposal* Form included in this packet. *Proposals* containing clauses, phrases or other alterations which modify the enclosed *Proposal* Form shall be cause for rejection. *Proposals* shall be signed with the name typed below the signature. Where *Vendor* is a corporation, *Proposals* 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 *Proposals* in an opaque, sealed envelope. Identify the envelope with: (1) *RFP* #2026 School Beverage Contract , (2) District’s Name and Address, (3) Name of *Vendor*, (4) Type of *Proposal*, and (5) **PROPOSAL ENCLOSED.** *Proposals* may not be modified after submittal. *Vendors* may withdraw *proposals* at any time before *proposal* opening, but any resubmission must be received by the *proposal* opening.

4. **EXAMINATION OF SPECIFICATIONS:** Each *Vendor* shall become acquainted with the conditions as they exist so that they are completely familiar with the conditions pertinent to the fulfillment of the work required under the Contract. *Vendors* shall also thoroughly examine all *RFP* documents. The failure of any *Vendor* to exercise its privileges of the foregoing will in no way relieve the *Vendor* from any obligation with respect to their *proposal*.

5. **ADDENDA:** Should a *Vendor* find, during the examination of the *Proposal RFP* documents, any discrepancies, omissions, ambiguities, or conflicts in or among the *RFP* documents, or should there be in doubt as to their meaning, they shall at once bring the questions to the attention of the *District* for answer and interpretation. The *District* will review the questions, and where information sought is not clearly shown on the *RFP* documents or specified, the *District* will make an addendum to all *Vendors* of record in which the interpretation will be made. The *District* will make no interpretations orally and only instructions in writing will be deemed valid.
6. **QUESTIONS:** The *District* will not be responsible for any oral instructions. **All questions must be submitted in writing before 10:00 a.m. on Monday, January 30th, 2026, so necessary addenda can be delivered.** Questions may be submitted to Dr. Engel via email at mengel@d131.org. All *Vendors* must supply an email address for the delivery of any Addenda. It is the responsibility of the *Vendors* to be certain they have received the issued Addenda. Addenda can also be found on the *District proposal website*, www.d131.org/business-office/bidding/.
7. **QUALIFICATIONS OF VENDOR:**
 - a. The successful *Vendor* must agree to assist the *District*'s staff in evaluating the efficiency and effectiveness of resource allocation.
 - b. The *District* may take such investigations as deemed necessary to determine the ability of the *Vendor* to perform the work contemplated under the Contract.
8. **DELIVERY OF BEVERAGE PRODUCTS:**
 - a. All *Beverage* products shall be delivered FOB destination and drop-shipped by the *Vendor* to the individual school sites, warehouses, or other *District*-designated locations as specified on each purchase order.
 - b. The *Vendor* shall be solely responsible for coordinating delivery. All unloading, handling, and placement of *Beverage* products at the delivery location shall be performed by the *Vendor*'s personnel or its contracted freight carrier. *District* staff shall not be required to assist with unloading or delivery.
 - c. Deliveries shall be made on or before the delivery date specified on the purchase order and during the *District*'s approved delivery hours. The *Vendor* shall submit a written order acknowledgment or confirmation within forty-eight (48) hours of receipt of each purchase order, confirming product availability and estimated delivery date. Any anticipated delays must be reported to the *District* immediately.
9. **MATERIALS, LABOR, AND FREIGHT:** The *Vendor* shall furnish all materials, labor, equipment, and services necessary to fully perform and complete the *Contract*'s specifications to the *District*'s satisfaction. All pricing submitted in the *proposal* shall be inclusive of freight, cartage, handling, and all other delivery-related charges, with no additional costs to the *District* unless expressly approved in writing.
10. **REFERENCES:** The *Vendor* shall furnish the *District* with three (3) references, indicating the company/entity name, address, phone number and contact person.
11. **AWARD:** The *Board of Education* reserves the right to reject any or all *proposals*, and to waive any informalities, or irregularities in *proposal*, and to award the *Contract* in the best interest of the *District*.

Any such decision shall be considered final. The *District* further reserves the right to disregard all non-conforming, non-responsive or conditional *Proposals*. 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 *District* to award a contract to the most responsible and responsive *Vendor* meeting specifications, and providing the most favorable terms, in the best interest of the *District*, as determined by the Board of Education, in its sole and exclusive discretion. While the financial responsibility of the *Vendor* is a significant concern, the Board of Education is equally concerned with the proven ability of the *Vendor* to satisfactorily perform its Contract so that the service will be provided, or project will be completed in accordance with the *RFP* documents.

12. **COMMUNICATIONS:** All communications, requests, questions, and so forth, shall be addressed to Dr. Michael Engel, at mengel@d131.org.
13. **NO BID RIGGING:** The *Vendor* certifies that it is not barred from *proposal* on the contract as a result of conviction for either *proposal* rigging or *proposal* rotating under Article 33E of the Criminal Code of 1962.
14. **EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT:** During the performance of this Contract, the awarded *Vendor* agrees to the following:
 - a. The *Vendor* 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.
 - b. The *Vendor* 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 *Vendor* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the *Vendor* setting forth the provisions of the nondiscrimination clause.
 - c. *Vendor* 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 *Vendor* and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The *Vendor* 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. *Vendor*s 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.

- d. The *Vendor* will, in all solicitations or advertisement for employees placed by or on behalf of the *Vendor*, 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.
- e. The *Vendor* 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. SEXUAL HARASSMENT POLICY: Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the *Vendor* 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 *Vendor*/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 District upon request.

16. INSURANCE: The successful *Vendor* 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 *District* 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.

17. HOLD HARMLESS AND INDEMNIFICATION: The *Vendor* 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 the *District* 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 *Vendor* under this Contract or by reason of anything to be supplied by the *Vendor* pursuant to this Contract.
- b. Bodily injury, including death, to any person or persons (including *Vendor*'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

18. ADDITIONAL REQUIREMENTS: *Vendors* 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 *proposal* will be entertained from either party. *Vendors* shall not include taxes in their quotations, which the *District* is 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.

Each *proposal* must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the *Vendor* 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 *RFP* documents. No *proposal* shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

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

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

Each *proposal* from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the *Vendor* 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 *Vendor* is not barred from *proposal* 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 *proposal RFP* documents. No *proposal* 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 *Vendor* has made false certification or that the *Vendor* has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

The successful *Vendor* must enter into the agreement in the form included in the *Proposal RFP* document.

19. DEPARTMENT OF LABOR STANDARDS: U.S. Department of Labor and Illinois Department of Labor standards shall apply to any public 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). The

successful qualifiers (as mandated by the *Prevailing Wage Act*) must submit with all invoices and or pay requests a monthly certified payroll the Illinois Department of Labor using the Certified Transcript of Payroll Portal, 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 *Vendor* is aware that knowingly filing a false certified payroll is a Class B misdemeanor. Certified payroll must also be submitted to the *District* upon the *District's* request.

Also, in accordance with the Prevailing Wage Act any *Vendor* or subcontractor, 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.

20. 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 and vendors working on school grounds.

As a condition for any employee of *Vendor* performing services on any school grounds, the *Vendor* 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. *Vendor* agrees to execute any forms or documents required for this purpose.

21. BUSINESS CERTIFICATIONS:

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

- a. whether the *Vendor* 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 *Vendor* 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 the *District*.

22. DEFINITIONS: ***Beverage(s) or Permitted Beverage Product*** shall mean all beverages authorized for sale, service, or distribution under the Contract that comply with all applicable federal, state, and local, laws, regulations, and school district policies. *Beverages* 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.

Board means the Board of Education of East Aurora School District #131.

Contract or *Agreement* means the complete agreement between both parties.

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 *Vendor* receives insurance proceeds, restitution, reimbursement, damages, or any other payment to compensate *Vendor* for revenues lost with respect to this Contract, such payment shall also be included in Gross Sales for purposes of this Contract.

23. **PERMITTED EXCEPTIONS:** Nothing contained in the *Contract* 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.

Proposal or *proposal* 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 *Vendor* means a *Vendor* company or other contractor submitting a *proposal* in response to this *Request for Proposals*. Upon award of a Contract, *Vendor* shall mean the successful party contracting with the District to provide services under the Contract entered into as the result of the *RFP*.

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

24. **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*.

25. **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*.

At a minimum, the following information should be included:

- a. Legal name and address of *Vendor* and a copy of *Vendor's* certificate of good standing with the state.
- b. Duration and extent of the *Vendor's* experience in the beverage service business.
- c. Name, Address, Contact Person, Phone and Fax Numbers of at least two (2) Elementary Schools, two (2) Middle Schools and two (2) High Schools where the *Vendor* currently provides beverage services comparable to the beverage services requested in this *RFP*.

- d. Three (3) references, including contact name, address, phone number, and email address.
- e. Letters of Recommendation from at least three (3) current school *district* clients in Illinois.
- f. A copy of the *Vendor*'s most recent Independent Financial Audit or other financial information.
- g. A sample Monthly Commission Report that the *District* 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 *Request for Proposal* is to obtain an exclusive three-year contract with an option for two one-year renewals for beverages for the *District* and license certain of these property rights to the *Vendor* 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 herein. 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 *Vendor*'s products.

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

- Placement, maintenance, and stocking of full-service beverage vending machines on *District* 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 their designee.

SECTION III **SCHOOL DISTRICT INFORMATIONs**

A. SCHOOL LOCATIONS WITHIN THE DISTRICT

1. High Schools

East Aurora High School
500 Tomcat Lane
Aurora, IL 60505

East Aurora Extension High School
1685 N Farnsworth Ave
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

Brady Elementary School
600 Columbia St.
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 District 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

Resilience Education 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
High School:		
East Aurora High School	500 Tomcat Lane Aurora, IL 60505	9
East Aurora Extension High School	1685 N Farnsworth Ave Aurora, IL 60505	
Middle Schools:		
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
Elementary Schools:		
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
Other Sites:		
Resilience Education Center (REC)	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	2
Child Service Center (CSC)	231 Indian Trail Aurora, IL 60505	1
Benavides STEAM Academy	250 E. Indian Trail Aurora, IL 60505	1

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 12,000 students as of November 1, 2025. The *District* also has significant traffic after hours (conservatively estimated at 2,000 individuals per day during the school year). Summer activities involving students and outside groups add substantially to projected *Beverage* consumption. Approximately 2,000 faculty and staff are employed by the *District*.

From January, 2025 through November, 2025, the *District* sold approximately 1,000 cases, as follows:

Total	999.5
102747-20Z PT 24LS FRESCA	1
112259-20Z PT 24LS DAS	286
120461-20Z PT 24LS TS SPRITE ZRO SGR	121
124580-10Z PT 24LS MM JTG APL J100	24
124581-10Z PT 24LS MM JTG OJ100	8
125492-20Z PT 24LS COKE CHRY ZRO	76
129254-20Z PT 24LS SMTWTR	4
130471-20Z PT 8P HC PA ZRO MXD BRY	1
134848-20Z PT 24LS FANTA ORG ZRO SGR	84
154480-20Z PT 24LS TS COKE ZS	102
154898-12Z PT 24LS MM JTG OJ100	2
154900-12Z PT 24LS MM JTG APL J100	48
155913-20Z PT 24LS SH MM LT CHRY LIM	47
155914-20Z PT 24LS SH MM LT MNG PSN	57
156078-20Z PT 12LS VW ZRO XXX	10
156088-20Z PT 12LS VW ZRO SGR PWR C	10.5
157557-20Z PT 24LS SH MM BLU RBY	8
157648-20Z PT 24LS SH MM ZRO SGR LMND	68
411917-20Z PT 24LS SMTWTR ALKLN W ANTXDNT	2
412565-16Z PT 12LS BA ZS CHRY LIM	1
412567-16Z PT 12LS BA ZS FRT PNCH	3
412569-12Z CN SLM 8P PB TOPCO SBRS LM W MNT EXT	6
412570-12Z CN SLM 8P PB TOPCO SBRS BLB W HB EXT	6

412571-12Z CN SLM 8P PB TOPCO SBRS TNG W GN EXT	6
412690-12Z CN SLM 8P PB TOPCO SBRES TROP MNG	7
412696-12Z CN SLM 8P PB TOPCO SBRES RABRY W LMN	7
412946-20Z PT 24LS SPRTE WN SPCD CRNBRY ZS	1
413421-20Z PT 24LS COKE ZS ORG CRM	2
413873-20Z PT 24LS MR PIBB ZS	1

SECTION IV **GENERAL SPECIFICATIONS**

A. PRODUCTS

1. Students and staff 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. All applicable Illinois State standards and or restrictions shall be adhered to at all times for the duration of this Contract.

The placement or availability of vending 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.

Beverage or beverages 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.

3. Sales of beverages from vending machines within the elementary are limited to staff lounges during school hours.

Sale of beverages from vending machines within the middle schools are limited to staff lounges and

one (1) vending machine and no more than two (2) water and/or fruit juice vending machines will be accessible by students during school hours; and no more than two (2) carbonated caffeine-free 12 oz. beverage vending machines after school hours.

Sales of beverages from vending machines to both students and staff within the high school are available during all school hours except as restricted during designated school lunch periods. No more than ten (10) student accessible vending machines that include carbonated caffeine-

free 12 oz. beverages and/or water and juices is allowed at the high school. The high school shall have at least one (1) staff lounge vending machine.

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 *Vendor* 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 *Vendor*. 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 *District* endorses the guidelines of the Alliance for a Healthier Generation as adopted by the American Beverage Association.
6. During the term of the *Contract*, the sale of all products shall be subject to the policies of the *District*, 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).
7. 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.
8. Machines located in teacher lounges, administrative offices, etc. sell beverages at all times.
9. 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 *Vendor*.
10. The *Permitted Beverage Products* sold will be the mutual decision of the *District* and the *Vendor*. 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*.
11. 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 *Vendor* will provide beverages at a cost consistent with the *RFP*.
12. The *District* reserves the right on given occasions and for convenience purposes to purchase up to ten cases of *Vendor* product at any one time from sources other than the *Vendor*.

13. During the term of the Contract, the *Vendor* 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 *Vendor* to maximize sales.
14. Student operated stores will be allowed to sell the *Vendor*'s products direct; however, the products will be purchased from the *Vendor* at or below the Contract price.

B. 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 *Vendor* to the *District* and estimated value.

C. **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* property; 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.

D. **EXCLUSIVITY**

1. **Exclusive Beverage Service Rights:** The *Vendor* 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 *Vendor* shall have the right to advertise beverages on certain signs that are mutually agreed upon between the *Vendor* and the *District* and in accordance with 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*.

In making its submittal, *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 that are not included in the *proposal* will be subject to the approval of the *District*, which approval shall be in the District's sole discretion.

3. **Exclusive Beverage Athletic Activity Rights:** The *Vendor* 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 *Vendor*. 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 *Vendor*.
 - 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.

E. PRICING

1. The *Vendor* 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 *Vendor* 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 ("CPI") 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 *Vendor* 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. \$1.75 for 20 ounce isotonic
 - b. \$1.75 for 20-ounce carbonated soft drink (CSD), non-CSD and water
 - c. \$1.25 for 12 ounce isotonic
 - d. \$1.25 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.

F. EQUIPMENT

1. The *Vendor* 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 *Vendor*. All *Vendor* provided equipment, including beverage vending machines, shall remain the sole property of the *Vendor*.
2. Additional machines at specific school buildings may be supplied with mutual agreement between the principal or his or her designee and the *Vendor*.
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, as may be amended from time to time. This includes, but is not limited to, ensuring that all controls are 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 *Vendor*'s responsibility. The *District* will support reasonable requests from the *Vendor* in this regard.
7. The *District* may reject machine signage or logos deemed objectionable or a distraction to the educational environment.
8. The *Vendor* 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 *Vendor* shall attempt to provide sports coolers for visiting teams at *District* athletic events. The exact number, type and placement at *Vendor* 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 *Vendor*, 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 *Vendor*. 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 *Vendor* 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 *Vendor* 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.

G. EQUIPMENT MAINTENANCE

13. The *Vendor* 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.

14. The *District* will not be responsible for normal wear, tear and damage caused by third parties.
15. The *Vendor* 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*.
16. The *Vendor* will replace machines that are chronically out of service or malfunctioning, as determined by the *District*.

H. LOCATION OF VENDING MACHINES

17. The use of electrical cords for vending or non-vending machine power that are longer than (10) feet must be approved by the *District*.
18. The *Vendor* will request in writing to the building principal, any desired installation of additional electrical outlets, or movement of existing electrical outlets. The *Vendor* 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*.
19. Vending machines may be relocated by the *District* at any time. If *Vendor* 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.
20. The *Vendor* 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.).

I. COMPENSATION TO THE DISTRICT

To the extent permitted by law, and subject to agreement by the *District* and the *Vendor*, compensation payable to the *District* 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:

21. An annual payment for the exclusive right (Rights Fee) to provide for beverage sales for the *District*, including exclusive beverage vending rights, exclusive beverage advertising rights, exclusive beverage athletic concession/vending rights and exclusive food service beverage rights where applicable;
22. An annual per case rebate, due for the previous year within thirty (30) days after each anniversary date.

23. Monthly commission payments on vended products; and
24. 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.

J. COMMISSION PAYMENTS

25. The *Vendor* will pay vending machine commissions in twelve (12) 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.
26. 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 Chief Financial Officer or designee. The *Vendor* 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.
27. The *Vendor* 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*.
28. 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.
29. 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 *Vendor*.
30. 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 *Vendor* 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.

K. ACCOUNTING REQUIREMENTS

31. All *Vendor* financial records pertaining to this *Contract* will be made available for audit during normal working hours by the *District* or its designated auditor.
32. Prior to recommendation of contract award to the Board of Education, the *District* must approve the *Vendor*'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 Chief Financial Officer or designee and each building principal, including detailed sales reports by product and sales mode (including but not necessarily limited to vending machines, 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 *Vendor* 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 (3) years after the close of each contract year.
33. The *Vendor* will certify its payments of commissions are accurate and correct on every payment. If an audit reveals discrepancies such as under payment, the *Vendor* 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.

L. LICENSES, TAXES AND REGULATIONS

34. The *Vendor* 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.
35. The *Vendor* will pay sales taxes resulting from sales through the *Vendor*'s vending machines. The *District* will be reimbursed by the *Vendor* for any penalties or costs resulting from the *Vendor*'s failure to promptly pay such taxes.
36. The *Vendor*, 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*.
37. 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.

M. LABOR, WORKMANSHIP, SCHOOL SECURITY AND SERVICE VEHICLES

38. *Vendor*'s delivery vehicles will not include advertisement of alcoholic beverages.
39. All work will be performed in a skillful and workmanlike manner.
40. The *Vendor* 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.
41. The Chief Financial Officer or her designee, may require the *Vendor* to immediately remove any employee that he, or on-site school personnel, deem to be incompetent, careless, or otherwise objectionable in their sole discretion.
42. The *Vendor* 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 *Vendor* 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.
43. *Vendor* employees or agents will not fraternize or otherwise communicate with students except in cases of safety.
44. *Vendor* 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.
45. The *Vendor* will ensure that expiration dates are inspected upon restocking of machines.
46. The *Vendor* 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, *Vendor* 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 *Vendor* employee or agent will maintain professional workmanlike attire.
 - c. *Vendor* employees or agents will not possess tobacco, alcohol or any illegal or dangerous substance on *District* property.
 - d. *Vendor* employees or agents will not possess firearms or other deadly weapons of any kind as defined in *District* policy, including a pocketknife unless it is being directly used as a tool for work in progress.

N. WARRANTY

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. *Vendor* warrants that the goods and services are suitable for their intended use.

O. BUSINESS RELATIONSHIP CERTIFICATION

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*.

P. REPAIRS TO PROPERTY DAMAGE

Any damage to *District* facilities caused by the *Vendor*, 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*.

Q. SERVICE PERSONNEL

Vendor'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.

R. 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*.

2. *Proposals* should be presented in a format that can readily be incorporated into a *Contract* between the successful *Vendor* 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 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 *Vendor's* business letterhead with authorized signatures. This should be limited to a brief narrative highlighting the *Proposal* and should be aimed at non-technical 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) Legal name and address of *Vendor* and a copy of *Vendor's* certificate of good standing with the state.
 - 2) Duration and extent of the *Vendor's* experience in the beverage service business
 - 3) Name, address, contact person, phone and fax numbers of at least two (2) Elementary Schools, two (2) Middle Schools and two (2) High Schools where the *Vendor* currently provides a beverage services comparable to the beverage services requested in this *RFP*.
 - 4) Three (3) references, including contact name, address, phone number, and email address.
 - 5) Letters of Recommendation from at least three (3) current school district clients in Illinois.
 - 6) A copy of the *Vendor's* most recent Independent Financial Audit or other financial information.
 - 7) A sample Monthly Commission Report that the *District* can expect from the company on a monthly basis.
 - 8) Estimated length of time between beverage stocking at buildings and beverage expiration dates.
 - c. Completed *Vendor* Information and Authorization form
 - d. Completed Acknowledgement Of Addendum form (if applicable)
 - e. Completed Certificate Of Eligibility To Submit *Proposal* (*Proposal*)

- f. Completed Anti-Collusion Certification Of Compliance
- g. Hold Harmless Certification
- h. *Vendor's* Drug Free Workplace Certification
- i. Completed *Vendor* 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 *Vendor*. The *proposal* shall include the *Vendor'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 beverage vending rights, exclusive beverage advertising rights, exclusive beverage 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.

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 July 1, 2026 for a three (3) fiscal year term and ending June 30, 2029 (with 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 (3) 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 Chief Financial Officer 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 *Vendor*, after receipt of a notice of termination, will stop work, fill no further orders and promptly remove all beverage 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 *Vendor* 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 *Vendor* and the *District* is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The *Vendor* will maintain its status as an independent contractor and both parties acknowledge neither is an agent, partner or employee of the other. The *Vendor* 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 *Vendor* does not agree, but only for substantive reasons expressed in writing within thirty (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 attorney's 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 Superintendent has the final *District* authority regarding the *Contract* and may delegate certain administrative responsibilities to their designee(s), who will oversee contract administration on a day-to-day basis and is responsible for technical coordination and technical approvals.
- b. The *Vendor* will appoint one of its key personnel as a representative (the "*Vendor's* Authorized Representative") who will have power and authority to interface with the *District* and represent the *Vendor* 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 *Vendor* 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 *Vendor* employees, subcontractors, outside associates, and consultants, in accordance with applicable Illinois law. The *Vendor* 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 *Vendor* 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 *Vendor* 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 *Vendor* 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 *Vendor*'s business.
- 6). Excess Liability for all insurance risks with a limit of at least \$5,000,000.
- b. The *Vendor* 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 *Vendor* 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 *Vendor* 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 *Vendor* may be required at any time to provide a schedule of the routes, supplies, deliveries, and installations that shows the order in which the *Vendor* proposes to perform the installations and daily or weekly deliveries.

11. Each section, subsection, paragraph, item and provision of this *Contract* is severable and, if one or more of such is declared invalid, the remaining portions of this *Contract* will remain in full force and effect if such as 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 *Contract*, 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. The *Request for Proposals* (including the *proposal*) becomes the Contract upon acceptance by the District. 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.

SECTION VIII PROPOSAL FORMS

1. VENDOR INFORMATION AND AUTHORIZATION:
2. ACKNOWLEDGEMENT OF ADDENDUM:
3. CERTIFICATE OF ELIGIBILITY TO SUBMIT *PROPOSAL (PROPOSAL)*:
4. ANTI-COLLUSION CERTIFICATION OF COMPLIANCE:
5. HOLD HARMLESS CERTIFICATION:

6. VENDOR'S DRUG FREE WORKPLACE CERTIFICATION:
7. VENDOR 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, understands, and agrees to the *RFP*.

I certify that I am submitting the following offers as my company'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* (*PROPOSAL*)

(*Vendor*), 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 *proposal-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 *proposal*-rotating under Section 33E-4 of the Illinois Criminal code of 1961 as amended.

Signature of Vendor: _____

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

Signed: _____ Date: _____

(5) HOLD HARMLESS CERTIFICATION

The *Vendor* 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 the *District* 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 *Vendor* or its 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 *Vendor* 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 the *District* in consequence of use by the *Vendor*'s employees of equipment owned, rented or leased by the *District*.

The *Vendor* understands and agrees that any insurance protection required by this *Contract*, or otherwise provided by *Vendor*, 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) VENDOR'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 *Vendor'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 *Vendor* 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 *Vendor'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.
 - e. 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.
3. 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.

4. 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.
5. 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.
6. 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 *Vendor*'s Drug Free Workplace Certification will subject the *Vendor* 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 *Vendors* 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) VENDOR 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

Contract Year	Annual Rights Fee	Annual Per Case Rebate *
2026-2027(July -June)		
2027-2028		
2028-2029		
OPTIONAL: 2029-2030		
OPTIONAL: 2030-2031		

* 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

Product (Package)	Vended Cost per Case	Vended Per Case Commission	Commission Percentage
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

Retail Product	Alternative Package Size	Units Per Case	Unit Price	Case Price
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

