

STREATOR ELEMENTARY SCHOOL DISTRICT #44

Request for Proposals (RFP) For Exclusive Five-Year (November 1, 2020 – October 31, 2025) School Beverage Contract

Streator Elementary School District #44 is requesting proposals for a beverage contract. However, it shall not be construed from this Request for Proposals that the District intends to enter into a contract with a prospective vendor unless, in the District's sole opinion, it is in the District's best interest to do so.

**Streator Elementary School District #44
1520 N. Bloomington Street
Streator, IL 61364
(815) 672-2926**

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SECTION I
PROPOSAL INFORMATION

A. SUBMISSION OF PROPOSAL

1. Invitation for Proposals: Streator Elementary School District #44, Streator, Illinois, will receive sealed proposals from qualified vendors to provide exclusive beverage services for a five-year period for all District schools and programs.

Proposals are to be addressed to:

Streator Elementary School District #44
1520 N. Bloomington Street.
Streator, IL 61364
Attn: Lisa Parker, Superintendent
Phone: 815-672-2926

2. Submission Date/General Procedures: Proposals will be accepted until **10:00 a.m. on Friday, October 2**, at which time they will be opened and read aloud. All vendors are welcome to attend the proposal opening.

Proposals are to be enclosed in a sealed envelope clearly marked "**Sealed Proposal – Beverage Contract**" with the name and address of the prospective vendor and the date and time established for the opening of proposals, and must be delivered to the School District Office on or before the time established for the opening of proposals.

3. Pre-Opening Meeting/Facility Tour: All prospective vendors are invited to attend a non-mandatory pre-opening meeting on **Wednesday, September 23 at 10:00 a.m.** The meeting will be held at the Streator Elementary School District #44 District Office at 1520 N. Bloomington Street, Streator, IL, 61364. A tour of the facilities will be conducted at that time. The purpose of the meeting is to answer any questions that prospective vendors may have regarding this Request For Proposals or the District's beverage requirements.

B. REQUIREMENTS AND CONDITIONS

1. Form of Proposals: All proposals shall be submitted on the forms provided with these specifications without deviation or exception. Proposals submitted on forms other than the attached forms will be rejected. Vendors must submit one original set including original signatures and one (1) copy of the proposal documents. Each proposal received in response to this RFP shall remain the property of Streator Elementary School District #44 (the "District").

Specified materials indicate the minimum quality desired. Descriptions are given for the sole purpose of providing a suitable basis for completion of the project. If items other than those specified are substituted, the vendor must state such in the proposal. If no changes are indicated, it is assumed items will be furnished as specified.

Prices quoted must include delivery, material, equipment and labor.

All blank spaces on the RFP will be filled in. Explanations or statements the vendor wishes to make must be in writing and attached to the proposal form.

Signatures will be in longhand and executed by a principal duly authorized to make contracts. Vendor's legal name will be fully stated.

2. Right to Reject Any or All Proposals: The Board of Education of Streator Elementary School District #44 reserves the right to withdraw this RFP at any time prior to the award, and to reject any or all proposals, in whole or in part, if it is deemed to be in the best interest of the District to do so. A contract will be awarded only after a formal notice is given to a prospective vendor pursuant to action by the Board of Education. The Board of Education reserves the right to waive any and all informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the proposal if deemed in the best interest of the District.

Failure of the prospective vendor to provide in its proposal any information requested in the RFP may result in rejection for non-responsiveness. Failure of the prospective vendor to meet or exceed any stated minimums in the RFP may also result in rejection for reasons of non-responsiveness.

3. No Relief for Errors or Omissions: All proposals shall be submitted with each space properly completed. No claim for relief because of errors or omissions will be considered, and prospective vendors will be held strictly to the proposals as submitted. The tender of a proposal implies agreement to all conditions called for by the RFP.

Should a prospective vendor have any questions regarding proposal preparation, the selection process, specifications, or interpretations of the terms and conditions of the RFP, or find any discrepancies in or omissions from any of the RFP documents, the prospective vendor shall notify Lisa Parker, Superintendent, (815) 672-2926, no later than 12:00 p.m. on September 25, 2020. The Superintendent will issue necessary clarifications to all prospective vendors by means of addenda if such information is necessary to vendors in submitting proposals, or if the lack of such information would be prejudicial to uninformed vendors. Responses to verbal questions will not be provided at any time during the RFP process.

4. No Consideration After Date and Time Specified: Proposals received after the date and time specified above for the receipt and opening of proposals will not be considered. It is the prospective vendor's responsibility to assure that this deadline is met. Prospective vendors assume the risk of any delay in the handling or delivery of mail. Proposals received after the time specified will be rejected, and returned to the prospective vendor unopened.

5. Submission Indicates Vendor is Informed: All prospective vendors should completely inspect the District's facilities and equipment prior to the proposal due date and prior to submitting a proposal. Failure to do so will not relieve the successful vendor from the necessity of furnishing and installing without additional cost to the District any materials and equipment or performing any labor that may be required to carry out the intent of the resulting contract.

The submission of a proposal will be construed as an indication that the prospective vendor is fully informed as to the extent and character of the services required hereunder and can offer those services in compliance with the specifications.

6. Amendments: Amendments to this RFP may be issued by the District at any time prior to the time set for receipt of proposals. The District shall attempt to issue amendments, if any, prior to September 25, 2020, but may issue amendments after that date if necessary. Prospective vendors are required to acknowledge receipt of any Amendments issued to this RFP by returning a signed copy of the form attached to this document. Signed copies must be received on or before the time set for receipt of proposals. The District shall not be bound by any representations, whether oral or written, made at a pre-

proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final Contract. Prospective vendors must rely solely on their own independent assessment as the basis for the submission of any offer made.

7. Proposal Withdrawal or Changes: Proposals may be withdrawn by letter or in person prior to the time and date established for the opening of proposals. No proposal may be withdrawn for a period of ninety (90) days following the date established for the opening of proposals. Any proposal not otherwise extended or accepted within this time period shall be considered to be rejected.

8. No Proposal Modification Without Written Approval: Once the proposals have been opened, such proposals may not be modified in any way without the written approval of Streator Elementary School District #44. All prospective vendors will be bound by any and all math calculations, misquotes or mistakes of any kind once the proposals have been opened. Once a proposal has been accepted, it may not be modified or rescinded without the written approval of Streator Elementary School District #44.

9. No Gratuity in Connection with RFP: No employee of Streator Elementary School District #44 is to be extended any form of gratuity in connection with this RFP.

10. Right to Investigate Prospective Vendor's Ability to Fulfill Contract Terms: Streator Elementary School District #44 reserves the right to make such investigation as is necessary to determine the ability of the prospective vendor to fulfill all RFP requirements and contract terms. Representatives from Streator Elementary School District #44 reserve the right to inspect the prospective vendor's facilities and any operations under its management prior to any award of a contract.

11. Proposal Acceptance Conditions: The Board of Education of Streator Elementary School District #44 reserves the right to accept that proposal which is determined to be in the best interest of the District. Any proposal received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations. Conditional proposals will not be accepted.

12. Award of Contract: The District intends to award a full service contract for school beverage sales and advertising as a result of this RFP. The contract will be awarded based on the evaluation of all proposal information and will consist of whatever combination of items or the total number of items deemed to be most advantageous to the District. The District intends to make award on the "Best Value," including price and other factors in the proposal submitted.

Based on the offers received, the District may elect to proceed based on any of the following options, but the District will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Open negotiations with one or more Proposers; (3) Allow the top three ranked firms to make oral presentations; or (4) Allow any firms considered in the competitive range to provide a best and final offer followed by negotiation and award to the firm offering the best offer. The District may be assisted by and/or represented by a consultant during any negotiations which may occur.

The contract to perform specified work between the District and the successful vendor (the "Contractor") will consist of the Contractor's proposal, with the addition of a signed statement of agreement by an authorized District representative.

The Contractor will pay local, county, state or federal taxes as applicable.

13. Joint Ventures/Partnerships: The District will consider joint ventures or partnerships for this RFP so a wide variety of beverage products are made available. Prospective vendors proposing joint ventures or partnerships must be submitted with signatures of all parties.

14. Protest Procedures:

Prior to Proposal Opening. Any vendor who has a complaint or dispute concerning the RFP procedures contained herein, may file a written protest with Lisa Parker, the School District's Superintendent, at the address listed above, at least ten (10) days prior to the date established for the opening of proposals, explaining in detail the specific nature of the complaint or dispute. Within five (5) days of receiving the protest, the Superintendent or her designee shall meet with the vendor and its representative to attempt to resolve the complaint or dispute. If the vendor is not satisfied after such meeting, the vendor may file a written request prior to the date established for the opening of proposals to appear before the Board of Education at its next regular meeting, at which time the Board of Education will make a final decision concerning the complaint or dispute. If necessary, the School District may delay the opening of proposals while the dispute is pending. Failure to make timely objection to the RFP procedures contained herein in accordance with these procedures shall constitute a waiver of any complaint or protest by the vendor.

After Proposal Opening. Any vendor who has a complaint or dispute concerning the proposals received and read by the School District, or the School District's determination of the successful vendor, may file a written protest with Lisa Parker, the School District's Superintendent, at the address listed above, not more than five (5) days after the date established for the opening of proposals, explaining in detail the specific nature of the complaint or dispute. Within 5 days of receiving the protest, the Superintendent or her designee shall meet with the vendor and its representative to attempt to resolve the complaint or dispute. If the vendor is not satisfied after such meeting, the vendor may file a written request prior to the date for the award of the contract to appear before the Board of Education at its next regular meeting, at which time the Board of Education will make a final decision concerning the complaint or dispute. If necessary, the School District may delay the award of the contract while the dispute is pending. Failure to make timely objection to the proposals received and read by the School District, or the School District's determination of the successful vendor, in accordance with these procedures shall constitute a waiver of any complaint or protest by the vendor.

15. Non-Discrimination: The Contractor shall not discriminate against any employee for employment upon any grounds prohibited by federal or state law, including the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), and will comply with all provisions of the Human Rights Act including, but not limited to, rules and regulations of the Illinois Human Rights Commission.

The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

16. Background Checks: As required by the Illinois School Code (105 ILCS 5/10-21.9), employees of firms holding contracts with any school district who have direct, daily contact with any students must submit to fingerprint-based criminal history checks. The Contractor shall conduct all fingerprint-based criminal history records checks of any employees assigned to Streator Elementary School District #44 who have direct, daily contact with any students, at no cost to Streator Elementary School District #44.

In addition, the Contractor shall perform a search of the Illinois Sex Offender Registry (SOR) under the Sex Offender and Child Murderer Community Notification Law in conjunction with every criminal history records check initiated. Results of the background checks will be provided immediately to Streator Elementary School District #44 for review.

17. Completion of Attached Certifications: All prospective vendors must complete, sign and submit the attached Bid-Rigging Certificate, Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions, Certification Regarding Lobbying, and Disclosure of Lobbying Activities.

18. Confidential Information: Following the award of a contract, responses to this RFP may be subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from public information under State law. Prospective vendors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of prospective vendors.

If a prospective vendor believes that portions of its proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the prospective vendor must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the prospective vendor believes to be protected from disclosure. The prospective vendor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the prospective vendor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All proposals and parts of proposals which are not marked as confidential may be automatically considered public information after the contract is awarded. The prospective vendor is hereby notified that all or parts of the proposal may be considered public information by the District under applicable law even though marked confidential

19. Definitions:

"Board" means the Board of Education of the District

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

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

"District" means Streator Elementary School District #44.

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

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

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

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

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

20. 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.

21. Vendor Information Summary: Each interested vendor should furnish, as a part of its proposal, a Vendor Information Summary containing a general description of its experience providing beverage services to school districts. The following information should be included at a minimum:

- a) Name and address of operating company.
- b) Duration and extent of the company’s experience in the beverage service business.
- c) Name, address, contact person, phone and fax numbers of at least two elementary schools and two middle schools where the company currently provides a beverage services comparable to the beverage services requested in this RFP.
- d) A sample Monthly Commission Report that Streator Elementary School District #44 can expect from the company on a monthly basis.

SECTION II SCOPE

A. TIME OF PERFORMANCE

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

The purpose of this solicitation is to obtain an exclusive five (5) year contract for beverages for the District and license certain of these property rights to the Contractor on the terms described in this RFP. Such exclusivity will apply to all vended and fountain products in all facets of District activity, except as otherwise provided (e.g., school sites, athletic programs, etc.). Many events are conducted on District grounds and in District facilities by outside groups, and exclusivity for all beverages applies to these activities as well. Where applicable, rental agreements with all such outside groups will require exclusive use of the Contractor's products.

The Contractor’s beverages will be sold through vending machines and occasional retail venues on the District's Properties and during any school-affiliated events, as part of the related Contractor’s services and obligations, as follows:

- Placement and maintenance of full service beverage vending machines on the District's property and during any school sponsored events on District property.
- Installation and servicing of beverages 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 lunch program.

B. TIME OF DELIVERY OF PRODUCTS

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

**SECTION III
SCHOOL DISTRICT INFORMATION**

A. SCHOOL LOCATIONS WITHIN THE DISTRICT

**1. Middle School Northlawn Junior High School
 202 E. First St.
 Streator, IL 61364**

**2. Elementary Schools Centennial Elementary School
 614 Oakley Ave.
 Streator, IL 61364**

**Kimes Elementary School
1207 Reading St.
Streator, IL 61364**

3. Site Information (Vending Machines) *

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

Site	Principal	Address	Machines
Northlawn Junior High School	Bob Ketcham	202 E. First St. Streator, IL 61364	1
Centennial Elementary School	Anne McDonnell	614 Oakley Ave. Streator, IL 61364	1
Kimes Elementary School	Heather Ketcham	1207 Reading St. Streator, IL 61364	1
District Office	Lisa Parker	1520 N. Bloomington St. Streator, IL 61364	1
		TOTAL	4

4. Student Population Estimates

The District currently has 1500 students (as of August 26, 2020). Approximately 250 faculty and staff are employed by the District.

SECTION IV GENERAL SPECIFICATIONS

A. PRODUCTS

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

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

2. The District retains the exclusive rights to provide food services and catering within District schools. Food service operations include school lunch and/or breakfast service, special milk programs and "ala carte" snack offerings during lunch service.
3. Sales of beverages from vending machines within the schools are limited to staff lounges during school hours.
4. The District desires a wide variety of refrigerated beverages including soft drinks, waters, juices, isotonic beverages and others as may be recommended and accepted by the District. The

Contractor will identify and provide, or offer to provide, at the District's option, all beverages packaged, manufactured or distributed by or otherwise available (i.e., through agreements, relationships, alliances or other cooperative effort) to the Contractor. The Vendor will specify, in the proposal, the percentage juice content of all packaged and fountain juice products offered.

5. The products shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, hot chocolate, all juice squeezed fresh, bulk water dispensers, and water drawn from the public water supply. Beverages that are a component of a reimbursable breakfast or lunch under the federal guidelines are also excluded. Sales of beverages as specified within the RFP will exclude any beverages served as part of the USDA reimbursable school food and nutrition program and will also exclude any beverage items received through the USDA donated food (commodity) program.
6. The District endorses the guidelines of the Alliance for a Healthier Generation as adopted by the American Beverage Association.
7. During the term of the Contract, the sale of all products shall be subject to the policies of Streator Elementary School District #44, including the District's Student Health and Wellness Policy (6:50), as amended from time to time, and to all federal and State laws, rules and regulations relating to the sale and consumption of beverages in schools, as amended from time to time, including but not limited to the Illinois State Board of Education's School Food Service Rules (23 Illinois Administrative Code 305).
8. 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 Contractor.
10. The final product line sold will be the mutual decision of the District and the Contractor.
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 Contractor 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 Contractor product at any one time from sources other than the Contractor.
13. During the term of the Contract, the Contractor shall fully supply all products and fill all machines in a timely manner (within 24 hours upon receipt of any request) to keep all vending machines, dining facilities, and concessions fully supplied with respect to all cans, bottles, syrups, carbonation, and all other necessary supplies to allow the District and the vending Contractor to maximize sales.
14. Student operated stores will be allowed to sell the Contractor's products direct; however, the products will be purchased from the Contractor at or below the Contract price.
15. The proposal shall specify any anticipated donations in-kind of product, equipment, and their estimated value. Please describe in detail any products or other benefits provided by the prospective vendor to the District and estimated value.

B. FULL SERVICE VENDING

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

C. EXCLUSIVITY

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

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

3. Exclusive Beverage Athletic Activity Rights: The Contractor will have the exclusive right to supply beverages as defined in the RFP during District sponsored or operated interscholastic athletic events at District facilities.
4. Nature of Exclusivity: The District will use its best efforts to ensure the benefits described above are exclusive to the Contractor. However, exclusive rights will apply only with respect to District owned and controlled facilities for which the District retains control of space utilization. The exclusive rights will be subject to any outside contract rights that may conflict with the RFP.
5. Permitted Exceptions: Nothing contained in the RFP will prevent on-campus possession or consumption of competitive beverages purchased off campus and brought in by parents, students, employees, or other persons. The District also reserves the right to dispense any donated beverages on an incidental basis.

6. Competitive Products:

- a) "Competitive Products" will mean all beverages not sold by the Contractor.
- b) Subject to the Permitted Exceptions referenced above, the District will not permit competitive products to be sold, dispensed, sampled or served at any District controlled facility.
- c) No permanent or temporary advertising, signage or trademark visibility for competitive products will be displayed or permitted at any District controlled facility, excluding wearing apparel.
- d) The District will not enter into any agreement or relationship whereby any competitive products are associated with the District in any advertising or promotional activity.

D. PRICING

- 1. The Contractor will include an initial non-vended per case pricing proposal. The selling price of products shall be mutually agreed upon during the negotiation of the final terms and conditions. The Contractor should also include in the offer its proposed costs for all beverages and supplies for food service, athletics, and other activities.
- 2. This proposal will include the maximum non-vended price increase percentage(s) to be applied each year to the prior year's average non-vended price(s). The Contractor and the District will mutually agree upon all price increases.
- 3. Pricing for non-vended cases will be consistent among all groups and organizations associated with the District including, but not limited to, food service, concession stands, Booster groups, school clubs and other school activities.
- 4. The maximum initial vended price will be as follows, unless the District and the vendor agree otherwise:
 - a) \$2.00 for 20 ounce isotonic
 - b) \$2.00 for 20 ounce carbonated soft drink (CSD), non-CSD and water
 - c) \$1.50 for 12 ounce isotonic
 - d) \$1.50 for 12 ounce CSD
 - e) \$2.00 non-CSD and 10-12 ounce juice
- 5. Upon the District's request, the prospective vendor shall provide the District with pricing information that substantiates that the pricing offered is at least as low as the prospective vendor's educational pricing provided to other school districts or similar educational institutions, within Illinois, provided that any such school districts or similar educational institutions have substantially similar contract terms and conditions with the prospective vendor.
- 6. All prices provided in a proposal are to be F.O.B. destination. All deliveries are to be made to the individual schools and facilities within the District as requested.

E. EQUIPMENT

1. The Contractor will be required to furnish upon execution of the Contract vendor-owned and manufactured soft drink machines at all agreed upon locations. Machines will be placed in the same locations as machines being replaced, or in different locations with mutual agreement between the principal or designee and the Contractor. All Contractor provided equipment, including beverage vending machines, shall remain the sole property of the Contractor.
2. Additional machines may be supplied with mutual agreement between the principal or his/her designee and the Contractor.
3. Vending machines provided will be modern and of the latest machine technology, have bill change capabilities, be electrically efficient, have unit sales counting capabilities and be aesthetically acceptable to the District.
4. Vending machines will be quiet and not disruptive to the educational environment.
5. The installation of vending machines and other equipment, and all related expenses, will be the Contractor's responsibility. The District will support reasonable requests from the Contractor in this regard.
6. The District may reject machine signage or logos deemed objectionable or a distraction to the educational environment.
7. The Contractor will supply non-vending coolers in support of various school activities, including but not limited to: Booster concession stands, sports coolers, and food service programs. The exact number, type and placement at Contractor expense, will be mutually agreed upon before the recommendation of contract award to the Board of Education.
8. The District will furnish at no cost to the Contractor, necessary electricity for the operation of vending machines and non-vending coolers. A projection of the maximum annual electrical cost and maximum annual electrical consumption per machine shall be included in the proposal. The District will take reasonable measures to avoid power loss and to restore power when a power outage occurs.
9. The District shall not be required, without fee, to furnish any storage space for Soft Drink Products owned by the Contractor. The District may provide temporary storage of concession equipment after athletic or other events without charge. The District will consider a proposal to provide long term inventory storage for products or machines for an annual fee.
10. All equipment, included, but not limited to, coolers, Visi-Coolers, etc., must be supplied, installed, and maintained by the Contractor at no cost to the District to enable the sale of beverages at any District retail location. Placement, removal, or expansion of beverage retail or merchandising equipment will be determined by the District. Equipment must be maintained in good working condition at all times.

11. The contractor shall provide each school with sufficient recycling containers with lids to accommodate the number of empty beverage containers generated from the sale of beverages. The District will be responsible for the recycling and/or disposal of beverage containers.

F. EQUIPMENT MAINTENANCE

1. The Contractor will be responsible for maintenance and repair of vending equipment and other equipment it provides for use. The District will exercise prudent care in handling and operating any such equipment.
2. The District will not be responsible for normal wear, tear and damage caused by third parties.
3. The Contractor will ensure vending or non-vending machines are not out of service for more than twenty-four (24) hours from the time of notification by the District, unless otherwise agreed by the District.
4. The Contractor will replace machines that are chronically out of service or malfunctioning, as determined by the District.

G. LOCATION OF VENDING MACHINES

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

H. COMPENSATION TO THE DISTRICT

To the extent permitted by law, and subject to agreement by the District and the Contractor, compensation payable to Streator Elementary School District #44 under the Contract shall consist of the following items, which compensation shall be subject to certain negotiated guarantees and minimums as described in Section VI, Paragraph A, below:

1. A one-time educational enhancement fund payment to the District. Such payment shall be paid to the District on or before December 1, 2020.

2. An annual payment for the exclusive right (Rights Fee) to provide for beverage sales for the District, including exclusive vending rights, exclusive advertising rights, exclusive athletic concession/vending rights and exclusive food service beverage rights where applicable;
3. An annual per case rebate, due for the previous year within thirty (30) days after each anniversary date.
4. Monthly commission payments on vended products; and
5. A guaranteed sales incentive for years when case sales are greater than 200 cases

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

I. COMMISSION PAYMENTS

1. The Contractor will pay vending machine commissions in twelve monthly payments based upon Gross Sales during the month. Total annual commission payments will be subject to certain negotiated guarantees and minimums as described in Section VI, Paragraph A, below.
2. Payment of vending commissions will be made by the end of each month for the preceding month's commission, unless otherwise agreed. The method of payment will be approved by the Superintendent or her designee. The Contractor shall pay a minimum of six percent (6%) interest or the six month Treasury Bill rate whichever is higher, as a late fee for payments made after the due date.
3. The Contractor acknowledges responsibility for all risk with respect to any reduction of gross sales due to theft, fire, accident, vandalism, temporary loss of power, weather, acts of God, changes to the District or individual school calendars, temporary or permanent school closures, changes to school or facility construction plans, changes to the athletic or extracurricular program or schedule, changes to school boundaries or District boundaries which may reduce the number of students in the District, machine failure (refunds), other acts beyond the District's control, and actions within the District's control necessary for sound educational reasons considered typical for large public school systems. Unless otherwise expressly agreed by all parties, no reduction in gross sales attributable to such factors will constitute a basis for reducing or renegotiating commission rates or any other payments, to the District.
4. For any portion of the term of the contract which constitutes less than a contract year, any minimum guarantees under the contract will be reduced by a prorated amount based on the ratio of the number of school days during such contract year that are included in the term of the contract and the total number of school days during such contract year.
5. Payments will also include back-up support documentation, indicating sales volume per machine per building. The District reserves the right to audit the distribution of commissions. All machines shall have counting devices and the District shall have access to those devices. Audit requests shall be made in advance and occur at reasonable times and places. Machine counting devices may be checked by the District at any time, under the supervision of the Contractor.
6. The prospective vendor shall provide the percentage of commissions to be paid to the District at the vending price for specified sized containers as set forth herein. Commission rates are stated

as a dollar amount per case and must remain constant for term of contract. Vending price shall be set by the District, with input from the Contractor to maximize commissions. Estimated annual sales (in cases) may vary from year to year and product to product. Volume is not guaranteed. If vendor lists additional product choices, other product sales must be adjusted accordingly.

J. ACCOUNTING REQUIREMENTS

1. All Contractor financial records pertaining to this contract will be made available for audit during normal working hours by the District or its designated auditor.
2. The Contractor will provide and maintain a petty cash fund of at least ten dollars at each site for the purpose of making prompt refunds of money lost in the Contractor's machines. The Contractor will replenish these funds on a timely basis when so notified. The District will make available one of its personnel to administer such petty cash funds as needed, but the Contractor will have all responsibility with respect to such funds.
3. Prior to recommendation of contract award to the Board of Education, the District must approve the Contractor's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Monthly reports will be submitted by school site to the Superintendent or her designee and each building principal, including detailed sales reports by product and sales mode (including but not necessarily limited to vending machines, food service, Boosters, and activity fund) as well as periodic reconciliation of the sales dollars from each site with the gross expected sales dollars based on the product sold. The Contractor will maintain complete and accurate records of vending transactions for each site in accordance with accepted industry standards, and will keep such financial records for a period of three years after the close of each contract year.
4. The Contractor will certify its payments of commissions are accurate and correct on every payment. If an audit reveals discrepancies such as under payment, the Contractor will reimburse the District for the discrepancy with treasury rate interest. The interest rate will be the average of the six month treasury bill rate for six month semi-annual calendar period immediately preceding the audit.
5. The one-time educational enhancement fund payment, the annual Rights Fee, and the annual per case rebate will be sent to: Lisa Parker, Superintendent, Streator Elementary School District #44, 1520 N. Bloomington St., Streator, IL 61364. Monthly Commission payments will be sent to each school principal, in care of the addresses given on pages 9 through 12 of this RFP.

K. LICENSES, TAXES AND REGULATIONS

1. The Contractor will comply with federal, State, and local regulations, and all District policies governing the preparation, handling and serving of beverages, and will procure and keep in effect all necessary licenses and permits required by law and agrees to post such permits in a prominent place as may be required by law.
2. The Contractor will pay sales taxes resulting from sales through the Contractor's vending machines. The District will be reimbursed by the Contractor for any penalties or costs resulting from the Contractor's failure to promptly pay such taxes.

3. The Contractor, in performance of the contract, will comply with all Board of Education regulations, rules, and policies in effect at the time of contract execution or as they become effective during the term of the contract.
4. Nothing in this contract will limit the District's rights or obligations to comply with all applicable federal, State, and local laws, administrative rules, and regulations, including but not limited to the Illinois State Board of Education's School Food Service Rules (23 Illinois Administrative Code 305), and Titles VI and VII of the Federal Civil Rights Act of 1964, as amended.

L. LABOR, WORKMANSHIP, SCHOOL SECURITY AND SERVICE VEHICLES

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

used as a tool for work in progress.

M. WARRANTY

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

N. BUSINESS RELATIONSHIP CERTIFICATION

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

O. REPAIRS TO PROPERTY DAMAGE

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

P. SERVICE PERSONNEL

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

Q. CONTRACT ASSIGNMENT OR SUB-CONTRACT

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

SECTION V
PROPOSAL CONTENT

A. INTRODUCTION

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

B. RESPONSE FORMAT

1. The proposal should follow the following format instructions:

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

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

Package Format - Assemble your completed proposal into a package that can be readily reviewed. Submit an original and one (1) copy.

Proposal Worksheet - Provide a brief summary of your proposal using the attached Proposal Worksheets (Pages 33 through 34).
2. Proposals should be presented in a format that can readily be incorporated into a Contract between the successful Contractor and the District encompassing the RFP and the successful proposal. Each prospective vendor must include with its proposal the form of such encompassing Contract. The RFP and proposal, at the District's option, may be appended or otherwise included in the form of Contract to the effect that the RFP and Proposal are controlling on the terms of the Contract. Each proposal will be evaluated on the form of the proposed Contract as well as the financial implications of the proposal.

3. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the District to determine the prospective vendor's overall qualifications. Each Proposal shall also include any other information that the prospective vendor feels is significant in making an informed decision relative to its proposal.
4. Any exceptions to the specifications or any other special considerations or conditions requested or required by the prospective vendor shall be enumerated by the prospective vendor and be submitted as part of its proposal, together with an explanation as to the reason the specifications cannot be met. Each prospective vendor shall be required and expected to meet the specifications in their entirety, except to the extent exceptions are expressly noted in its proposal. All pricing will be indicated on the Commission Forms provided (see attached proposal form).

C. REQUIRED PROPOSAL ELEMENTS

1. Each prospective vendor shall submit its Proposal for a five (5) year term and shall include an implementation schedule. Signatures must be affixed to Schedules or items where indicated.
2. The following must be provided in each Proposal:
 - A. Cover letter prepared on your organization's business letterhead with authorized signatures. This should be limited to a brief narrative highlighting the proposal and should be aimed at nontechnical personnel. This item should not include commission/pricing quotations.
 - B. A Vendor Information Summary containing a general description of your experience providing beverage services to school districts. The following information should be included at a minimum:
 1. Name and address of operating company.
 2. Duration and extent of the company's experience in the beverage service business.
 3. Name, address, contact person, phone and fax numbers of at least two schools where the company currently provides a beverage services comparable to the beverage services requested in this RFP.
 4. Letters of Recommendation from at least two current school district clients in Illinois.
 5. A sample Monthly Commission Report that Streator Elementary School District #44 can expect from the company on a monthly basis.
 - C. Completed Vendor Information and Authorization form (Page 29).
 - D. Completed Acknowledgement Of Addendum form (Page 29) (if applicable).
 - E. Completed Certificate Of Eligibility To Submit Proposal (Bid) (Page 29).
 - F. Completed Anti-Collusion Certification Of Compliance (Page 30).
 - G. Hold Harmless Certification (Page 30).
 - H. Contractor's Drug Free Workplace Certification (Page 31, 32).
 - I. Completed Contractor Experience form (Page 32).
 - J. Completed Proposal Worksheet forms (Pages 33, 34).
 - K. Annual Marketing and/or School Program or Activity Support summary (if applicable).
 - L. Description of Athletic Support Kits (if applicable).

- M. Provisions regarding security for payment (See paragraph E, below).
- N. Any additional information considered necessary or helpful to the District in determining your qualifications.

D. COMMISSIONS

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

E. PROVISIONS REGARDING SECURITY FOR PAYMENT

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

**SECTION VI
EVALUATION CRITERIA**

A. GUARANTEED ANNUAL PAYMENTS

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

1. The amount of money a prospective vendor offers as a one-time educational enhancement fund payment to the District. Such payment shall be paid to the District on or before December 1, 2020;
2. The amount of money a prospective vendor offers annually for the exclusive right (Rights Fee) to provide for beverage sales for the District, including exclusive vending rights, exclusive advertising rights, exclusive athletic concession/vending rights and exclusive food service beverage rights where applicable. Such annual amount to be paid to the District shall not be less than the minimum amount proposed to the District and agreed upon by the parties. This Rights Fee shall be paid in a single installment 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*;
3. The amount of money a prospective vendor offers annually as a per case rebate;
4. 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 shall not be less than the minimum amount proposed to the District and agreed upon by the parties. Commission payments will be made according to schedule detailed in Section IV, Paragraph H, above. Total annual payments for Commissions may be different from year to year but never less than the minimum amount agreed upon by the District and the Contractor*;

5. The guaranteed sales incentive a prospective vendor offers for years when case sales are greater than 250 cases. Such annual amount to be paid to the District shall not be less than the minimum amount agreed upon by the District and the Contractor; and
6. The guaranteed escalation provision a prospective vendor offers. In the case vending prices are increased by \$.05 or more in any year, the Guaranteed Commission (Item 2 above) shall be increased by not less than 3% (minimum).

* The above stated minimums are in cash. No in-kind contributions will be considered in meeting the minimums.

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.

C. VENDING MACHINES

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

D. VENDOR INFORMATION

The District will consider the information provided by the prospective vendor in the Vendor Information Summary (see Section V, Paragraph B, 21).

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 be from date of the contract award for a five (5) fiscal year term commencing November 1, 2020 and ending October 31, 2025. The school calendar is developed and approved by the Board of Education each year. Generally, students attend school from mid-August to early June. The District has a nine (9) month school year. There are many after school, weekend and summer activities as well, involving many participants. Administration offices 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 Superintendent or his designee, reasonably determines a reexamination is necessary for any of the following:

1. To enable the District to best pursue its educational mission.
2. Due to unforeseen circumstances that have made the contract impractical.
3. Failure to fulfill the terms of the contract.

D. ADDITIONAL TERMS AND CONDITIONS

1. The Contractor, after receipt of a notice of termination, will stop work, fill no further orders and promptly remove all vending machines from the site or sites terminated.
2. Upon termination of the contract:
 - a. Each party will continue to be liable to the other party for any cause of action accruing or obligation arising prior to termination, and for any cause of action that may accrue after termination.
 - b. The termination of the contract by the District will not be deemed a waiver of any other right or remedy of the District under the contract or under applicable law.
 - c. The District, upon termination of the contract by either party, will repay the Contractor any upfront monies received, on a pro-rata basis.
3. The contract may only be modified through written mutual consent of both parties.
4. Except as provided herein, the District retains all rights under the governmental immunity laws for the State of Illinois. The contract will not be construed to create any right or benefit for any person who is not a party to this contract.
5. The relationship between the Contractor and the District is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Contractor will maintain its status as an independent contractor and both parties acknowledge neither is an agent, partner or employee of the other. The Contractor will be responsible for causing all required workers' compensation and unemployment insurance to be provided for its employees and subcontractors.
6. This contract may not be assigned or delegated by either party without the written consent of the other.
7. Disputes
 - a. The parties agree to cooperate in good faith in all actions relating to this contract. If for any reason a dispute should arise in connection with this contract, the parties agree to first use their reasonable best efforts to resolve such dispute in a fair and equitable manner without the need for expensive and time consuming litigation, by entering into good faith dispute resolution. Reasonable best efforts may include discussions, negotiation, and/or submitting such dispute to mediation. If a dispute cannot be resolved in a timely manner through such good faith efforts, the District will make a final decision resolving the dispute. This decision may be appealed if the Contractor does not agree, but only for substantive reasons expressed in writing within (30) calendar days from the date of final District decision. However, as a condition to pursuing litigation with respect to any dispute, the parties will first be required to submit the dispute to mediation on terms and conditions determined in good faith by the parties. The costs of such mediation will be shared equally.

- 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 his/her designee(s), who will oversee contract administration on a day-to-day basis and is responsible for technical coordination and technical approvals.
- b. The Contractor will appoint one of its key personnel as a representative (the "Contractor's Authorized Representative") who will have power and authority to interface with the District and represent the Contractor in all administrative matters concerning this contract, including without limitation such administrative matters as correction of problems and reduction of costs. The Authorized Representative will be designated by letter within thirty (30) days of the contract award.

9. Insurance

- A. The Contractor will maintain the following minimum insurance coverage during the term of this contract.
 - 1) Workers' compensation for all Contractor employees, subcontractors, outside associates, and consultants, in accordance with applicable Illinois law. The Contractor will maintain Employer's Liability limits of at least \$500,000; or other limits provided by Illinois law, whichever is greater. If reasonably requested by the District, the Contractor will promptly provide written evidence of such coverage.
 - 2) Comprehensive General Liability covering Bodily Injury and Property Damage Combined Single Limit of at least \$1,000,000.
 - 3) Comprehensive Automobile Liability for all Contractor vehicles, with Bodily Injury and Property Damage Combined Single Limit of at least \$1,000,000.
 - 4) Product liability insurance for all types of products distributed by the Contractor pursuant to this contract in amounts not less than the amount of such coverage considered standard in the industry.
 - 5) Business interruption insurance covering lost profits attributable to standard insured risks, in amounts not less than coverage similar to the standard business interruption insurance for contractor's business.
 - 6) Excess Liability for all insurance risks with a limit of at least \$5,000,000.
- B. The Contractor will submit Certificates of Insurance or evidence of self-insurance acceptable to the District promptly upon commencement of the contract. If any policy is to expire prior to the final completion of the contract, the Contractor will provide the District with evidence of renewal in the form of a new Certificate of Insurance prior to thirty (30) days from the expiration of such policy.

C. All Contractor insurance will name the District as an additional insured and will be written by a surety who is legally authorized to write such insurance in the State of Illinois. The terms of coverage will require written notice of cancellation be given to the District thirty (30) days prior to cancellation.

10. The Contractor may be required at any time to provide a schedule of the routes, supplies, deliveries, and installations that shows the order in which the Contractor proposes to perform the installations and daily or weekly deliveries.
11. Each section, subsection, paragraph, item and provision of this agreement is severable and, if one or more of such is declared invalid, the remaining portions of this agreement will remain in full force and effect if such is practicable and if the essence of the agreement is maintained in the absence of the severed portions. If severance renders performance impracticable or damages the essence of the agreement, the parties may mutually agree, in writing, to substitute new provisions for the severed portions.
12. This contract will be construed in accordance with and governed by the laws of the State of Illinois.
13. Exclusive venue and jurisdiction over any dispute relating in any way to the contract will be in the County of LaSalle, State of Illinois.
14. This writing constitutes the complete agreement of the parties with respect to its subject matter and takes precedence over prior proposals and agreements, whether written or oral, and all other written and oral communications between the parties.

D. TIMELINE FOR SELECTION PROCESS

The District's anticipated timeline for its selection process is as follows:

The District's Release of the RFP Document	September 15, 2020
Non-mandatory Pre-Opening Meeting	September 23, 2020
Deadline for Proposals	October 2, 2020
District's Formal Announcement of Contract Award to Vendor	October 20, 2020
Existing Vendor Starts Removal of Equipment (if applicable)	October 21, 2020
Existing Vendor Completes Removal of Equipment(if applicable)	October 31, 2020
Implementation of Contract Begins	November 2, 2020
Equipment Installations Completed	November 6, 2020

PROPOSAL FORMS

1.	VENDOR INFORMATION AND AUTHORIZATION:	Page 29
2.	ACKNOWLEDGEMENT OF ADDENDUM:	Page 29
3.	CERTIFICATE OF ELIGIBILITY TO SUBMIT PROPOSAL (BID):	Page 29
4.	ANTI-COLLUSION CERTIFICATION OF COMPLIANCE:	Page 30
5.	HOLD HARMLESS CERTIFICATION:	Page 30
6.	CONTRACTOR'S DRUG FREE WORKPLACE CERTIFICATION:	Page 31, 32
7.	CONTRACTOR EXPERIENCE:	Page 32
8.	PROPOSAL WORKSHEET (5-YEAR CONTRACT):	Pages 33,34
9.	ATTACHMENTS:	Page 35

(1) VENDOR INFORMATION AND AUTHORIZATION

The undersigned hereby affirms that:

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

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

Print Name: _____ Title: _____

Company Name: _____

Address: _____

City _____ State: _____ ZIP: _____ Telephone: _____

Fax: _____ E-Mail: _____

Signature _____ Date: _____

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

(2) ACKNOWLEDGEMENT OF ADDENDUM (if any)

Addendum #1: acknowledge receipt on _____

Addendum #2: acknowledge receipt on _____

Addendum #3: acknowledge receipt on _____

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

_____ (bidder), pursuant to Section 33E-11 of the Illinois criminal code of 1961 as amended, hereby certifies that neither (he, she, its) partners, officers, or owners of (his, her, its) business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal code of 1961 as amended.

Signature of Contractor: _____

Title: _____

Date: _____

(4) ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

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

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

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

Signed: _____ Date: _____

(5) HOLD HARMLESS CERTIFICATION

The Contractor agrees to indemnify, keep and save harmless Streator Elementary School District #44, Streator, Illinois, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may accrue against Streator Elementary School District #44 in consequence of granting this contract or that may result therefrom, whether or not it will be alleged or determined the act was caused through negligence or omission of the Contractor or his employees, of the District or its employees arising from or incurred against the District in any such action, and will at his own expense discharge same.

The Contractor agrees to indemnify, keep and save harmless Streator Elementary School District #44, Streator, Illinois, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may in any way accrue against Streator Elementary School District #44 in consequence of use by the Contractor's employees of equipment owned, rented or leased by the District.

The Contractor understands and agrees that any insurance protection required by this contract, or otherwise provided by contractor, will in no way limit the responsibility to indemnify, keep, save harmless and defend Streator Elementary School District #44, Streator, Illinois as herein provided.

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

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

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

(7) CONTRACTOR EXPERIENCE

Provide two 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:

(8) PROPOSAL WORKSHEET (5-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.

A. ONE-TIME EDUCATIONAL ENHANCEMENT FUND PAYMENT TO THE DISTRICT:

\$ _____

B. ANNUAL RIGHTS FEE AND ANNUAL PER CASE REBATE

Contract Year	Annual Rights Fee	Annual Per Case Rebate *
2020-2021		
2021-2022		
2022-2023		
2023-2024		
2024-2025		

* 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: _____)

C. GUARANTEED SALES INCENTIVE FOR YEARS WHEN CASE SALES ARE GREATER THAN 250 CASES:

\$ _____

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				

(9) 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. One (1) original, signed RFP and one (1) RFP copy