**Request for Proposals**

**Vending – Beverage Services**

Streator High School District #40 requests proposals to supply beverage and vending services. Specifications may be obtained from Mr. Scott Cameron, Superintendent, Streator Township High School District #40, 202 West Lincoln Ave., Streator, IL 61364.

Streator High School District 40 is a grade 9-12 district with one main building that’s roughly 246,000 square feet, an additional Sports Complex that is roughly 7.2 acres. Current enrollment is at 800 students. The District is looking for five (5) vending machines to be placed on the first floor -teacher’s lounge, the hallway outside the Dean’s Office, the hallway outside the library. One (1) vending machine in the second floor copier room. Three (3) vending machines at the sports complex – one (1) in the football field house, one (1) on the Eastside of the football press box, and one (1) on the Southeast corner of the softball shed. The District also needs a total of twelve (12) coolers and ice chests to be placed in various concession stands, common areas, hospitality rooms, classrooms, and buildings.

Procurement Schedule

The schedule for procurement is as follows:

April 1st, 2023 Public Notice

April 14th, 2023 Deadline for Questions

May 9th, 2023 Deadline for Proposals

May 16th, 2023 Recommendation to Award Contract

**Scope of Contract-**

The District expects to award an exclusive Agreement for vending/beverage services with a duration of three years, beginning August 1, 2023 and terminating July 31, 2026.

**Machines-**

The vendor shall be responsible to supply all the machines requested by the District. Machines shall be either new, or refurbished within one year prior to placement within the District. Vendor shall be responsible for all maintenance, care, and service of machines. Machines shall be repaired or replaced within a twenty-four-hour (24) period following report by the District. Vendor is liable for any spoilage caused by or attributable to machine failure. Vendor shall be responsible for filling all machines and keeping machines filled at all times. The District is looking to procure at least six (6) pop machines, two (2) Gatorade/Powerade machines, and two (2) juice machines. Additionally, the District is looking for a minimum of eight (8) to be used at areas throughout the campus.

**Location-**

Machines capable of vending a variety of refrigerated beverages including, but not limited to, soft drinks, waters, juices, isotonic beverages and others as may be recommended and accepted by the District. The vending machine products shall exclude any beverage that is a component of a reimbursable breakfast or lunch under the federal guidelines.

The machines capable of vending shall be located in such places as designated by the superintendent. This includes the teacher’s lounge/workspace, hallway outside the library, the hallway outside of the dean’s office and areas at the sports complex. Sales of beverages from vending machines accessible to both students and staff within the high school are available during all times.

Vendor shall supply a chilled storage unit capable of holding and displaying 20oz bottles for each concession area. Additionally, vendor will make available a refrigerator unit for each concession area capable of holding an additional inventory for each concession area. These areas are as follows but not limited to: football concession stand – 2 coolers and 2 rolling ice chests, athletic trainers room – 1 cooler, cafeteria – 4 coolers.

The placement or availability of machines and the beverage products stocked in the machines must comply with all federal and Illinois 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.

**Exclusivity-**

The Contractor will have the exclusive right to supply beverages as defined in the RFP for vending machines and concessions operations, subject to applicable laws and regulations.

As permitted by law the Contractor will have an exclusive right to advertise its beverages. Advertising of beverages beyond the standard logos on vending machines, coolers, and other necessary refrigeration equipment are prohibited unless and exception is approved by the District.

Nothing contained in the RFP will prevent on-campus possession or consumption of beverage products not sold by the Contractor that are purchased off-campus and brought onto the campus by parents, students, employees, or any other persons.

The District also reserves the right to dispense any donated beverages on an incidental basis.

**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 students, employees, and volunteers in connection therewith. The prospective vendor warrants that the goods and services are suitable for their intended use.

**Insurance-**

The vendor shall provide and maintain insurance in the amounts outlined below with companies. acceptable to the institution:

1. Worker's Compensation Insurance

Coverage A - Illinois Statutory Limits

Coverage B - Employer's Liability $500,000 Limit

1. Automobile Liability Insurance: $2,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned and hired automobiles.
2. Comprehensive General Liability Insurance with the following limits: Bodily Injury/Property Damage

$2,000,000 each occurrence

$2,000,000 in the aggregate

This policy shall include the following coverage:

* 1. Premises/Operations
	2. Independent Vendors
	3. Products/Completed Operations
	4. Contractual Liability Blanket
	5. Broad Form Property Damage
	6. Personal Injury-Offenses A, B, C, - exclusion C deleted

Contractual Liability coverage must be fully insured under this policy for the liability limits set forth above. In addition, care, custody, and control.

Exclusions shall be removed from all policies under this contract and suitable coverage provided subject to the approval of the District's insurance advisor and legal counsel.

The vendor is responsible for all claims arising out of sales of products on the premises and injury and/or death caused by the vendor's delivery vehicles on and immediately adjacent to the premises.

1. Umbrella Liability Insurance

It is required that an umbrella policy be written for a minimum of $10,000,000 for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined above.

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the institution.

With respect to the insurance required herein, the vendor shall provide such insurance naming the institution, the Board of Education and its members individually, and its employees and agents as "additional named insured." The vendor shall also purchase and maintain such insurance as will protect the institution from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of us resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the vendor, sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the contract award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for the institution.

**Indemnification-**

The vendor agrees to indemnify and hold the District harmless against any liabilities the District might incur as a result from or arising in connection with the vendor's performance or obligations pursuant to this agreement.

The vendor agrees to protect the District against liability for injuries to the vendor's employees incurred while on school grounds. The vendor further agrees to waive its limitation of liability under the Worker's Compensation Act if an injured employee is awarded damages in excess of the limitation imposed by the Worker's Compensation Act.

**Choice of Law-**

This agreement shall be subject to the laws of the State of Illinois, including but not limited to The Healthy, Hungry Free Kids Act. Venue for any litigation arising out of a dispute under this agreement shall only be in the Circuit Court of the Sixteenth Judicial Circuit, LaSalle County, Illinois. Any cost or expenses relating to litigation shall be borne by the party incurring the cost or expenses, except any expense that arises by virtue of violation of this Clause. In the event of violation of this clause, the breaching party shall pay the expenses and attorneys' fees of the party seeking transfer of venue to LaSalle County, Illinois.

**Termination-**

The District shall have the option of terminating this contract for convenience with sixty (60) days’ notice to the vendor. If terminated during the first year of the contract, the District shall return 66% of the funds paid by the vendor to the District as the "value of the contract". If terminated during the second year of the contract, the District shall return 33% of the funds paid by the vendor to the District as the "value of the contract."

**Breach-**

If either party fails to satisfactorily uphold its responsibilities under this agreement, the other party shall have the right to serve notice and expect the condition to be cured within seven (7) business days after the notice is served. If the condition is not cured by the end of that time, the agreement may be terminated without further notice. Any funds paid prior to that time shall not be returned. Any funds due the District shall be paid immediately.

**Repairs to Property Damaged-**

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. The Contractor is responsible to bear the costs of all repairs.

**Accounting-**

The vendor shall supply the District with a complete accounting of product sales by month, identified by specific machine and location. The accounting report shall state the gross value of the product sold, and the percentage of the gross sales due to the District in dollars for the period in question. The District shall receive a check for the payment of this percentage by the fifteenth of the month. Such accounting shall be delivered to the District's Business Office within five (5) working days from the beginning of the month.

Product sale prices shall be set by the owner upon recommendation of the vendor.

**Installation and Removal of Equipment-**

The vendor shall install all equipment and coolers on August 1, 2023. In the event that at the end of the Agreement a new vendor is selected, existing coolers and equipment must be removed on July 31, 2026. Any remaining product, including expired product, may be returned for credit and the final billing adjusted by the return.

**Terms-**

Vendor shall state the value of the contract to be paid to the District upon acceptance by the District of the agreement. Vendor shall state the percentage of sales to be paid to the District on a monthly basis. Vendor shall grant to District an amount as stated on the response to defray the utility cost per machine.

Nothing contained herein shall prohibit the vendor and the District from negotiating mutually acceptable additional incentives, or modification of terms and conditions of the agreement during the term of the agreement.

**Delivery-**

Vendor shall follow a consistent delivery schedule at the request of the district. Deliveries shall be on a weekly basis, with orders submitted Monday and deliveries Wednesday. It is the District’s intent to allow deliveries during regular hours of operation. Any other delivery time must be coordinated with and approved by the superintendent or his/her designee.

If at any other time a machine is under fifty percent (50%) of its stock capacity, the Vendor will, after being notified by the District, restock the machine within one (1) business day.

**Duration-**

This agreement shall be valid for the period in excess of three (3) years beginning on August 1, 2023 and ending July 31, 2026. The agreement may be extended during a period beginning ninety (90) days prior to the contract expiration for an additional period as mutually determined by the parties.

# Notice-

Notice shall be given in writing by certified mail, receipt requested.

For the District: For the Vendor

Superintendent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Streator Township High School District 40 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

202 West Lincoln Ave. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Streator, IL 61364 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acceptance-**

Vendor acknowledges acceptance of terms and conditions of this agreement by its submission of a response to this Request for Proposal. Upon acceptance by the District, this agreement shall be binding upon both parties. Any future modifications must be in writing. This agreement supersedes any and all other agreements either written or verbal between the parties.

The vendor’s proposal must be in writing, on this form and returned to Scott Cameron, Superintendent, Streator Township High School Dist. 40, 202 West Lincoln Ave., Streator, IL 61364 on or before **10:00 a.m. Tuesday, May 9th, 2023.** Any bids received after the deadline will not be considered.

Vendor:

Signing Bonus Per Year: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Percentage of gross Sales (to be paid monthly)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_%

Utility offset per machine (to be paid monthly) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Vendor:

Name

Title

Company

 Address

The District reserves the right to accept and/or reject any or all bids, to waive all technicalities in procedures, and to make all decisions in the best interest of the District.

**Vending/Beverage Services**
Streator Township High School District 40
Specification Sheet
(Return in envelope marked: Beverage Bid)

1. 3 Year Signing Bonus – Specify Amount $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. State frequency of machines being filled: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Cost of plastic per case: $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Size in ounces: \_\_\_\_\_\_\_\_
4. Cost of water per case: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Size in ounces: \_\_\_\_\_\_\_\_
5. Cost of energy drink per case: $ \_\_\_\_\_\_\_\_ Size in ounces: \_\_\_\_\_\_\_\_
6. Cost of juice (Specify below)

Type: Size: Cost:

Type: Size: Cost:

Type: Size: Cost:

1. Rebates: (Specify below)

Type: Amount

Type: Amount

Type: Amount

1. Location / Number of Machines

Minimum of three (6) Pop Machines, two (2) Gatorade/Powerade Machines,– Locations to be reviewed and agreed upon mutually between vendor and District.

1. Coolers to be provided in the following concession areas: Football (2 locations), Cafeteria (4 locations), Softball, Athletic Training Room. Additional locations to be reviewed and agreed upon mutually between vendor and District.
2. List additional donations to school organizations. (Specify number of
 cases)

Minimum: 40 Cases Donation:

**CERTIFICATE OF ELIGIBILITY TO SUBMIT PROPOSAL**

The Bidder or Contractor hereby certifies that the said Bidder or Contractor is not barred by law from bidding for or entering into a contract with the Board of Education of Streator Township High School District 40; LaSalle and Livingston Counties, Illinois, under Section 10-20.21 of the Illinois School Code (105ILCS5/10-20.21), and further certifies that the said Bidder or Contractor is not barred from bidding for or entering into a contract with any other unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-1 et.seq.) or any other similarly disqualifying state or federal law. The said Bidder or Contractor acknowledges that the said Board of Education may declare the contract in question void if the said Bidder or Contractor has falsely completed this Certification.

Print Name of Bidder or Contractor

 By: Signature Date

Witness to Signature of Bidder or Contractor:

By:
 Signature Date

 Printed name of Witness

**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.

If this bid is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions and terms recorded on this proposal.

Print Name: Title:

Company Name:

Address:

City: State: Zip: Telephone:

Fax: Email:

Signature: Date:

**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 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 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: \_

**HOLD HARMLESS CERTIFICATION**

The Contractor agrees to indemnify, keep and save harmless Streator Township High School District #40, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may accrue against Streator Township High School District #40 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 Township High School District #40, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may in any way accrue against Streator Township High School District #40 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 Township High School District #40 as herein provided.

For: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (company name) (signature)

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

 (owner, president, partner, etc.)

**CONTRACTOR’S DRUG FREE WORKPLACE CERTIFICATION**

Pursuant to 30 ILCS 580/1 *et seq*. (“Drug Free Workplace Act”), the undersigned certifies to the Board of Education of Streator Township High School District #40 that it will provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and, further certifies, that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug Free Workplace Act.

For: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (company name) (signature)

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

 (owner, president, partner, etc.)

**CONTRACTOR’S SEXUAL HARASSMENT POLICY CERTIFICATION**

Pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), the undersigned certifies to the Board of Education of Streator Township High School District #40 that it has a written sexual harassment policy complying with the requirements of the Illinois Human Rights Act.

For: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (company name) (signature)

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

 (owner, president, partner, etc.)