

INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN that the Board of Education of Seneca Township High School, District #160 will receive sealed bids for beverage vending services.

Bids must be delivered to, or mailed to and received by, Dr. Dan Stecken, Superintendent, Seneca Twp. High School, Dist. 160, 307 E. Scott St., Seneca, IL 61360 not later than **Tuesday March 11th at 11:00 a.m.** No late bids will be considered. Each bid must be delivered in a sealed opaque envelope marked "Request for Proposals – Beverage Vending Services" with the name of the bidder's company set forth on the envelope. Vendors may call to schedule a facility walk through by contacting the Chief School Business Official, Stacey Gould, at 815-357-7048.

Bids will be received at the Superintendent's Office in the Main Office of the School District during normal business hours (8:00 a.m. to 3:30 p.m., Monday through Friday on pupil attendance days). No bid may be withdrawn until the expiration of sixty (60) days after May 11, 2024.

Each bidder must submit a bid on a bid form supplied by the School District, and each bid form must be completed in compliance with (a) this Notice and (b) the School District's General Conditions and Specifications. A copy of the said General Conditions and Specifications and bid forms may be obtained from the Superintendent of the School District at the aforesaid Main Office of the School District during normal business hours.

All bids, and any Agreement awarded thereon, shall be conditioned upon compliance with the said General Conditions and Specifications, regardless of whether specific language to that effect is contained in the bid.

Bids will be publicly opened and read aloud by the Superintendent at 11:00 a.m. on Tuesday March 11, 2025.

Action on the bids will be taken at the District's Board of Education meeting. An agreement may be awarded to the responsible bidder whose bid is found to be in the best interests of the School District. 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.

DATED this date, February 19, 2025

Rich Hamilton
Secretary, Board of Education

Request for Proposals

Vending – Beverage Services

Seneca High School District 160 requests proposals to supply beverage and vending services. Specifications may be obtained from Dr. Dan Stecken, Superintendent, Seneca Township High School District 160, 307 E Scott St., Seneca, IL 61360

Seneca High School District 160 is a grade 9-12 district with one main building that's roughly 184,000 square feet, an additional West campus building that is roughly 37,000 square feet, a transportation building at roughly 9,000 square feet, and a farm land lab at roughly 9,000 square feet. Current enrollment is at 370 students. The District is looking for 3 total vending machines to be placed in the teacher's lounge, the hallway outside the gym, and the hallway outside in the agriculture classroom in the main building. The District also needs a total of 14 coolers to place in various concession stands, common areas, hospitality rooms, classrooms, and buildings.

Procurement Schedule

The schedule for procurement is as follows:

February 20, 2025	Public Notice
March 11, 2025	Deadline for Proposals
March 19, 2025	Recommendation to Award Contract

Scope of Contract-

The District expects to award an exclusive Agreement for vending/beverage services with a duration of five years, beginning August 1, 2025 and terminating July 31, 2030.

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 three (3) vending machines. Additionally, the District is looking for a minimum of fourteen (14) to be used at areas throughout the campus.

Location-

Machines capable of vending a variety of refrigerated beverages including 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, hallway outside the main gym, and the hallway outside of the agriculture classroom. 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 20 oz 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 – 4 coolers, commons area – 1 cooler, track concession stand – 2 coolers, softball concession stand – 1 cooler, hospitality room – 1 cooler, transportation building – 1 cooler, land lab/ag farm – 1 cooler, indoor concession – 2 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 an 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:

- a. Worker's Compensation Insurance
Coverage A - Illinois Statutory Limits
Coverage B - Employer's Liability \$500,000 Limit

- b. 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.

- c. 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.

d. 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, 2025. 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, 2030. 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 five (5) years beginning on August 1, 2025 and ending July 31, 2030. 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
Seneca Township High School District 160
307 Scott St.
Seneca, IL 61360

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 Dan Stecken, Superintendent, Seneca Township High School Dist. 160, 307 E. Scott St., Seneca, IL 61360 on or before **11:00 a.m. Tuesday, March 11, 2025**. 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

Seneca Township High School District 160

Specification Sheet

(Return in envelope marked: Beverage Bid)

1. 5 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: _____
7. Rebates: (Specify below)
Type: _____ Amount _____
Type: _____ Amount _____
Type: _____ Amount _____

8. Location / Number of Machines

Minimum of three (3) Vending Machines – Locations to be reviewed and agreed upon mutually between vendor and District.

9. Coolers to be provided in the following concession areas: Football (2 locations), Commons, Track, Softball, Hospitality, Transportation Building, and Ag Farm.

10. 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 Seneca Township High School District 160; LaSalle and Grundy 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 Seneca Township High School District 160, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may accrue against Seneca Township High School District 160 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 Seneca Township High School District 160, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may in any way accrue against Seneca Township High School District 160 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 Seneca Township High School District 160 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 Seneca Township High School District 160 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 Seneca Township High School District 160 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.)