

**MACOMB COUNTY SCHOOLS
BEVERAGE COOPERATIVE**

**REQUEST FOR PROPOSALS
FOR
LONG-TERM BEVERAGE CONTRACT**

**Macomb County Schools Beverage Cooperative
c/o Macomb Intermediate School District
44001 Garfield Road
Clinton Township, Michigan 48038-1100
Telephone No. (586) 228-3354**

April 4, 2011

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A. SUBMISSION DEADLINE AND REQUIREMENTS

Proposals are to be addressed to and received at the:

Macomb County Schools Beverage Cooperative
c/o Macomb Intermediate School District
Attention: MariAnne Stefanich, Purchasing Compliance Officer
44001 Garfield Road
Clinton Township, Michigan 48038-1100
586-228-3354
e-mail mstefanich@misd.net

until **May 9, 2011 at 2:00pm** for:

EXCLUSIVE LONG-TERM BEVERAGE CONTRACT

Encompassing the requirements (the “Requirements”) of the Request for Proposal (the “RFP”), including particularly Sections A - L, and the Contract specifications in Section M (the “Specifications”).

1. The envelope containing your Proposal should be marked in the lower left hand corner: “PROPOSAL - LONG TERM BEVERAGE CONTRACT.”
2. Each Proposer is responsible for submission of its Proposal. Proposals or Proposal revisions after the date and time specified will not be considered.
3. Proposals will be received at the Business Office, Macomb Intermediate School District, 44001 Garfield Road, Clinton Township, Michigan 48038-1100. All Proposals received after the time and date above will be returned unopened.
4. SIGNED ORIGINAL PROPOSAL. Each Proposal must be an original and hard copy, and signed by an authorized member of the Proposer’s firm. This member should be the highest ranking officer at the local level. FAX or e-mail proposals will not be accepted.
5. TWELVE (12) COPIES. The Proposer shall also submit with the signed original of its Proposal twelve (12) complete copies of the signed original of the Proposal.
6. OPENING OF PROPOSALS. At the time and date specified above, all submitted Proposals shall be opened and dated. Any interested parties may attend. No immediate decision will be rendered. All information received will be confidential until after final action by the committee, except as required by law.
7. PROPRIETARY INFORMATION. The information provided in the RFP is intended solely for

internal use by the Proposer in its response preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.

8. PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held at the time specified below. The purpose of the conference is to provide for questions and answers as required to clarify the Requirements and Specifications contained in the RFP.

Date/Time: April 20, 2011 at 10:00-12:00pm
Location: Room 207B
Macomb Intermediate School District
44001 Garfield Road
Clinton Township, Michigan 48038-1100

9. ADDITIONAL REQUESTS FOR CLARIFICATION. Prospective Proposers may request that the Cooperative clarify information contained in the RFP. All such requests must be made in writing to Marie McNamara, Food Service Consultant, 44001 Garfield Rd., Clinton Twp., MI 48038 or by email to: mmcnamara@misd.net A written response to all written requests for clarification will be made within five (5) business days after the receipt of such request. The Cooperative will not respond to any request for clarification received after the close of business on April 27, 2011. The Cooperative's response to any request for clarification will be provided to all parties who attended the pre-proposal meeting.

10. RESTRICTIONS ON COMMUNICATION. From the issue date of the RFP until a Vendor is selected and selection announced, a prospective Proposer shall not communicate about the subject of the RFP or a Proposer's Proposal with any Cooperative Participant Board of Education member, administrator, faculty, student, staff, or employee, except as provided in the Pre-Proposal Conference (refer to A8) and additional requests for clarification (refer to A9).

11. ADDENDA TO THE RFP. If it becomes necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all parties who have exhibited an Intent to Respond. All addenda shall become a part of the RFP. Each Proposer should in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of, any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof. Acknowledgment by the Proposer should consist of returning a signed copy of each Addendum Cover Sheet as part of the Proposal.

12. RFP/PROPOSAL INFORMATION CONTROLLING. The Cooperative intends that all Proposers have equal access to information relative to the RFP and that the RFP contain adequate information. The RFP preparation may have included discussions with selected prospective Proposers. However, each Proposer shall prepare its Proposal based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the RFP and any information previously provided to it should request clarification (refer to A10). No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in the RFP, an addendum to the RFP, a request for clarification or written response thereto, or in the Proposal.

13. FINALITY OF DECISION. Any decision made by the Cooperative, including Vendor selection, shall be final.

14. COOPERATIVE RESERVATION OF RIGHTS. The Cooperative reserves the right at its sole discretion (for this and the other provisions of the section) to accept or reject any or all Proposals with or without cause. The Cooperative reserves the right to waive any irregularity or informality in the RFP process, the right to award the Contract to other than the Proposer submitting the best financial Proposal. The Cooperative reserves the right to request additional information from any or all Proposers. The Cooperative reserves the right to negotiate with the Proposers concerning their Proposals.

15. RELEASE OF CLAIMS. Each Proposer by its submission of its Proposal releases the Cooperative and its Participants from any claims arising out of, and related to, the RFP process and selection of a Vendor.

16. PROPOSER BEARS PROPOSAL COSTS. A recipient of the RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to the RFP, or any negotiations incidental to its Proposal or the RFP.

B. DEFINITIONS

“Beverage(s).” “Beverage” or “Beverages” generally means (a) all carbonated and non-carbonated, non-alcoholic, natural, or artificially flavored drinks for individual consumption, including, but not limited to, non-alcoholic drinks, nutritive or non-nutritive sweeteners, frozen non-carbonated beverages, flavored and/or sweetened mineral water, bottled still water, natural or artificially flavored fruit and/or vegetable juices, fruit and/or vegetable juice-containing drinks and fruit and vegetable flavored drinks (sweetened and unsweetened), chocolate or cocoa-based drinks, iced coffee and tea products, and any isotonic, hypotonic drinks (sports drinks, energy and fluid replacements); and (b) all drink or beverage bases, whether in the form of syrups, powder, crystals, concentrates or otherwise, from which such drinks and beverages could be prepared.

“Beverage” or “Beverages” shall not include milk, flavored milk, freshly brewed coffee, freshly brewed tea, hot chocolate, and all juice squeezed fresh, or in any unit size 8 ounces or less of the type presently furnished to and for a Participant’s food service. Water drawn from the public water supply or in bulk size jugs or crocks for water coolers is a permitted exception. Private label bottled water to be sold under the name or logo of a Participant or Participant-related groups is also an exception unless Vendor furnishes such product and package competitively priced, same or lower. Provided, however, that the foregoing exclusions shall not apply to any products manufactured, licensed or distributed by a direct competitor of the Vendor in the carbonated Beverages business, or such competitor’s affiliate or joint venture. Provided further that products in similar packages that are not available from the Vendor, or Beverages that are a component of reimbursable breakfast or lunch or sold ala carte in the cafeteria under the federal guidelines remain as exclusions unless the Vendor begins distribution of those products or provides similar products and packages which are competitively priced, same or lower.

“Catering.” The term “catering” refers in the RFP to Participant provided or controlled catering services, and is with reference to meetings or events when meals, snacks and/or Beverages are furnished by the Participant or Participant-controlled regular caterer. Excluded, however, from catering and otherwise excluded from this RFP and any resulting Contract are events and meetings where the Participants have not customarily or practically controlled the use or service of Beverages, including

events or meetings where meals, snacks and/or Beverages are caused to be furnished for consumption by an attendee of such event or meeting or by a food delivery service or caterer on an ad hoc basis, and community fairs or other third party public use of a Participant's athletic fields or other outside space..

“Cooperative.” “Cooperative” means the non-corporate cooperative entity consisting of 10 school districts in Macomb County, Michigan who will participate in the Contract with the Vendor, and are referred to in this RFP as “Participants.” A detailed listing of the Participants is found in Exhibit A. Reference to “Cooperative” in this RFP also includes reference to each of the Cooperative's Participants, except where such inclusion is clearly not intended.

“Contract.” “Contract” means the contract resulting from the Cooperative's acceptance of the Vendor's Proposal, together with such form of contract, if any, as the Cooperative and Vendor may reasonably agree that encompasses the RFP and the successful Proposal.

“Participant.” “Participant” means each of those school districts which have agreed to be member of the Cooperative , and which will participate in, and be severally obligated under, the Contract with the Vendor. Note: Any Participant schools subject to existing Beverage contracts may not be subject to the Contract until such existing contract expires or Participant may otherwise change vendors.

“Properties.” “Properties” means any facility, land or real estate possessed and under control of a Participant.

“Proposal.” “Proposal” means a response to the RFP submitted in accordance with the RFP.

“Proposer.” “Proposer” means any beverage company submitting a Proposal to the Cooperative for Beverage rights in accordance with the RFP.

“Vendor.” “Vendor” shall mean the bottle, can and fountain Beverage supplier, awarded a Contract for the provision of Beverage products to be sold on the Participants' Properties in accordance with the RFP and the selected Proposal.

C. OVERVIEW AND SCOPE

The Cooperative invites prospective Proposers to submit Proposals for a long term five(5) years with up to 3 1-year extensions or seven(7) years with a 1-year extension) Contract. The Cooperative will consider alternative contract lengths arrangements at the Vendor's discretion. It is the intent of the Cooperative to select a Vendor to provide Beverages to all Participants, provided that some Participant schools which may be subject to existing contract will only come under Contract at such times, respectively, as their existing beverage contracts expire or the affected Participant may otherwise shift vendors.

The Vendor's Beverages will be sold through vending machines, fountain dispensers and any retail venues, either within or on Participant Properties, and during any school-affiliated events, as part of the Vendor's services and obligations, as follows:

- (a) Placement and full servicing of cold Beverage vending machines within and on Participant Properties, and during any school affiliated events.
- (b) Installation and servicing of cold Beverage merchandising equipment in Participant dining rooms/cafeterias, snack bars, school stores, and any concession operations.
- (c) Placement, installation and servicing of cold Beverage fountain equipment within and on Participant Properties, and during any school affiliated events.
- (d) The delivery of packaged or fountain Beverages to the Participant dining rooms/cafeterias, snack bars, school stores, Booster Clubs, concessions, carts and catering.

D. BEVERAGE COOPERATIVE PROFILE

Cooperative Background

The Cooperative is organized primarily to maximize the benefits of signing an exclusive Beverage Contract on behalf of its Participants. The Cooperative consists of ten Participant school districts. These Participant school districts have 79 schools, as well as various other Participant facilities. A detailed and complete listing of the Participants and their schools is found in Exhibit A.

Detailed enrollment figures for the Participants for the 2010-11, current school year, as well as their enrollment trends are contained in Exhibit A

There are also several vocational, alternative and special education facilities, as well as school affiliated facilities (e.g., transportation, administration), also listed in Exhibit A. Community Education courses are also offered by Participants on their Properties, providing their residents an opportunity to enjoy a wide assortment of non-credit, non-grade-based learning experiences.

Participants also permit a large number of non-academic events on their Properties to accommodate community and individual needs.

E. EXCLUSIVE RIGHTS

In addition to the creation of increased value for the Vendor resulting from the increased sales of Beverages, the Cooperative recognizes and supports the benefit of providing exclusive Beverage relationship opportunities for the Vendor. To do so, the Cooperative may select a single Vendor to all Participants, including in some instances Participants with schools which may be subject to beverage contracts at such time as the existing contracts expire or the affected Participant may otherwise shift vendors.

During the entire term of the Contract, and any renewal or extension thereof, the Vendor may have cold Beverage product exclusivity rights in and on all Participant Properties, as follows:

(a) Cold Beverage vending machines (full service). All Beverage products distributed through vending machines shall be the Vendor's products. No Beverage products may be sold or dispensed by a competitor.

(b) Bottle and can (packaged) Beverages for all retail operations. This includes food service, dining rooms/cafeterias, snack bars, school stores, Booster Clubs, concessions, carts and catering. All cash retail Beverage products distributed shall be the products of the Vendor. No competitive Beverages may be sold, except to the extent fountain Beverages and related equipment or items are provided to Participants through the Hospital Purchasing Service. There shall be no exception for Hospital Purchasing Service if the Vendor in its Proposal offers matching or lower prices for fountain Beverages and related equipment and items.

(c) Cold Beverage fountain dispensers. Beverages shall be available in Vendor logo or Vendor approved cups at all locations where Vendor's Beverages are sold or dispensed in disposable

service ware, provided that pricing for fountain cups with the Vendor's logo shall not exceed the price for the same size cups without the Vendor's logo available from Hospital Purchasing Service, or other competitive pricing as agreed upon. Otherwise the Participant will not be required to use logo cups. Participants also reserve the right use generic cups for certain special functions (e.g., Banquets, etc.).

- (d) Marketing. The Vendor shall have the right to advertise cold Beverage products on certain signs at the point-of-sale that are mutually agreed upon between Vendor and the Participant on whose campus and locations Vendor's cold Beverage products are to be sold, dispensed or served. No competitor will be allowed to market, sample, or distribute any Beverage products, or logos, on any Cooperative Properties.

A Proposer should include a detailed list of non-point-of-sale signage and other exclusive Beverage advertising or marketing opportunities that are requested as part of its Proposal, and these requests will be given reasonable consideration by the Cooperative and/or its Participants as the case may be. The Vendor shall have the right to promote the fact that the Vendor is a sponsor of the Cooperative and its Participants and any of their affiliated events and programs as mutually agreed upon between the Vendor and the Cooperative and/or its affected Participants as the case may be. Notwithstanding anything else herein contained, each Participant shall be under no obligation to participate in any further Beverage advertising or marketing beyond that on vending machines and cups unless it should so agree in writing with the Vendor. Any future Beverage advertising or marketing opportunities throughout the term of the Contract by the Cooperative and/or its Participants as the case may be, shall only be granted, if at all, to the Vendor serving such Participants.

The Vendor shall be responsible for the cost of removing any signage that the Vendor will be replacing. If the Vendor does not seek or exercise a right to display signage in an existing location which currently displays competitive Beverage signage, that competitive signage will be either removed, or otherwise suitably camouflaged, covered or concealed, on a cost-effective basis as the Participant may determine, if the existing signage is an integral part of usable equipment (e.g., athletic scoreboard or menu board).

F. DUAL/SHARED ACCESS

The Cooperative recognizes that Proposers may, in addition to proposing for a long term, exclusive Contract, propose service on a dual or shared access basis. Whether or not the Cooperative considers dual/shared access Proposals, any such Proposal shall be deemed an exception to the RFP. In the event the Cooperative considers awarding dual access beverage contracts to dual vendors, such vendors would be first required to demonstrate how access to Cooperative Participants might be divided on a basis not only acceptable to the vendors, but subject also to approval by each affected Participant as a matter of Local Control as set forth in the RFP. Only at such time would contracts become effective with the dual vendors and then in such event, notwithstanding the provisions of the RFP, there will not be a single Vendor with an exclusive Beverage Contract, but rather there will be Dual Vendors each with a Beverage Contract with the Cooperative binding all Participants all as if and to the same extent that each reference to a Vendor and a Beverage Contract in the RFP was reference, respectively, to Dual Vendors and Dual Beverage Contracts implementing Dual Access.

G. EXISTING CONTRACT CLAIMS

Some Participants may have existing contracts with a Beverage vendor or vendors. See Exhibit A

Each Proposer also agrees to remove its equipment within the Cooperative's timeline from the Properties of any Participant for which it is not awarded a Contract. The removal of any or all Beverage equipment required as a result of the awarding of a Contract shall not be made without prior approval of the affected Participant. Participants shall also cooperate with the Proposers not awarded a Contract regarding the removal of the vending equipment.

H. PROPOSER'S PRICING SUMMARY

Each Proposer is expected to summarily explain its pricing elements, amounts, conditions, and assumptions, and also, by separate cost and pricing schedules, to demonstrate and calculate the financial benefits of its Proposal to the Cooperative, based upon such pricing elements, amounts, conditions and assumptions.

Each Proposer may base its pricing explanation on such pricing elements as it chooses. The pricing elements listed below are examples only, and may or may not be the pricing element actually utilized by the Proposer. Examples of pricing elements are listed to demonstrate the Cooperative's expectation that the Proposer's pricing explanation can and should be organized by pricing elements.

As part of its explanation, the Proposer should succinctly state the amount of each pricing element (e.g., the commission percentages rate(s), product costs, etc.). Also, as part of its explanation of each pricing element, the Proposer should state its conditions and assumptions. In particular, each Proposer must state how its prices will vary between sole exclusivity and dual exclusivity. The pricing explanation may be cross-referenced with the separate cost and pricing schedules in the Proposal or discussion of various Proposer support programs described in other parts of its Proposal.

Examples of pricing elements around which the pricing explanation should be organized are as follows:

(a) Exclusivity (or Access) Fee

- (i) Is this a fixed amount, or will it be related to enrollment?
- (ii) Amount to be paid up-front and any conditions to such payment, provided that this fee may not be tied to sales.
- (iii) Amount to be paid over time, and the periodic timing of such payments and any conditions to such payment, provided that this fee may not be tied to sales.

Note: Exclusivity or access fees will be paid to the Cooperative's Lead Agency, Macomb Intermediate School District. The Cooperative intends to allocate exclusivity fees among its Participants. A Proposer must state any objections, exceptions, or limitations on the Cooperative's allocation of exclusivity fees.

(b) Full Service Vending Commissions.

- (i) What is Proposer's maximum percentage commission to Participants on full service vending?
- (ii) For what type and size units and what sales prices does this maximum percentage apply?

Note: The Cooperative is inclined to favor a single, flat percentage commission on the sale of all vended Beverage products, irrespective of flavor, unit size or type, sales price, or any other factor, but will consider a Proposer's statement of benefits for the Cooperative resulting from multiple commission rates.

(iv) Any conditions applicable to the maximum percentage commission or commission's schedule, such as e.g., machines per student.

(c) Product Cost.

(i) Utilize schedule to list the cost per case of all Beverage products to be sold wholesale to the Cooperative for food service, boosters, concessions, and any other retail, etc. See Schedule 8.

(ii) Price schedule for fountain products, and any related charges or costs. See Schedule 9.

(iii) If the Product Cost is not firm for the term of the Contract, identify price inflation or escalation factors, and any limitations thereon.

(d) Rebates.

(i) List rebates, if any, per case of Beverage products sold via full service vending and/or wholesale, and the periodic timing for the payment of such rebates.

(A) If there is a rebate component, the Cooperative will favor a single flat rebate per case for all Beverage products, irrespective of flavor, unit size or type, or whether vended or sold wholesale, but the Cooperative understands that rebate per case amounts could vary according to total Cooperative or individual Participant sales volume levels. The Cooperative will also consider a Proposer's statement of benefits for the Cooperative resulting from multiple rebate amount based on flavor, unit size, etc. per case.

(B) Proposers proposing multiple rebates per case amounts must utilize the Rebate Schedule. See Schedule 10.

Note: The Cooperative expects that rebates will be distributed to Participants based on point-of-sale, but may allocate a share of rebates to Participants based on enrollment,

such as exclusivity fees are to be allocated. This is to enable comparable acceptability of Proposals weighted toward exclusivity fees and Proposals weighted toward rebates. A Proposer of rebates must state any objections, exceptions, or limitations to the Cooperative's allocation of rebates.

(e) Signage and Exclusive Advertising, Marketing or Sponsorship Rights.

(i) Estimated prices or valuations for non-point-of-sale signage rights and other suggested exclusive advertising, marketing or sponsorship programs. Actual prices for these rights would be mutually agreed upon by the successful Proposer and the Cooperative or the affected Participants, as the case may be.

(f) Educational and Community Support Programs and Marketing Programs, etc.

(g) Application of the Proposed Pricing to existing contracts with Participants asserted by the Proposer, if the Proposer is selected as Vendor, and Proposer's estimate of the value to each such Participant of increased pricing, and the basis of such estimate.

In its pricing explanation, each Proposer should indicate the assumptions (e.g., average percentage commission or average product price on wholesale sales) made by it in completing the separate Summary Chart of Financial Benefits to the Cooperative (See Schedule 5-A), including assumptions as relate to the Cooperative's profits on retail sales.

Each Proposer should explain its proposed marketing program, and how that program can be expected to enhance revenues to the Cooperative (lower costs, increased commissions or sales, etc.), taking into account community expectations as to the educational role of the Participants. The Proposer should state its increased sales expectations and the underlying assumptions relating to the Proposer's Summary Chart of Financial Benefits to the Cooperative based upon its marketing program projections (See Schedule 5-B).

I. EVALUATION CRITERIA

The awarding of a Beverage Contract will be based upon a comprehensive review and analysis of the Proposals to determine which best meets the needs of the Cooperative. All Proposals shall be based on the Cooperative Profiles provided on Exhibit A. The specific evaluation criteria, subject to such

weightings as the Cooperative shall determine and advise the Proposers prior to review of the Proposals, will include the following:

(a) Total Economic Value

- (i) Exclusivity fees.
- (ii) Commissions
- (iii) Product wholesale cost to retail venues and resultant profits.
- (iv) Rebates.
- (v) Signage and advertising, marketing or sponsorship fees.
- (vi) Value of educational and community support programs.
- (vii) Value of Vendor marketing programs.
- (viii) Other financial benefits.

Note: Commissions and any other financial benefit(s) proposed to the Cooperative that are directly related to sales volume will be evaluated based on the Cooperative's estimated current Beverage usage indicated in this RFP (Exhibit A), and the Cooperative will also separately consider the Proposer's expected Beverage sales based on its expected marketing program. See Schedules 5A - 5C.

(b) Other Pricing Factors.

- (i) Unified pricing for all Participants, including Participants which may be currently under contract with the Proposer.
- (ii) Willingness to view students equally, both among the Cooperative and in other Michigan school districts, in establishing exclusivity fees, commissions, rebates and product charges.
- (iii) Simplicity and flexibility in the full service vending commission percentage schedule.
- (iv) Favorable wholesale product pricing for food service, etc., as well as favorable vending commissions
- (v) Financial support of Cooperative's education, scholarship and community programs.

(vi) Sales assurances.

(A) Demonstrated past success in achieving sales projections.

(B) Performance guarantees, possibly in form of minimum commissions or rebates.

(c) Quality of Pricing Proposal.

(i) Feasibility, innovation, communication, and specific ideas and resources for enhancing the revenues from Beverage contracting among the Participants and recognizing other Cooperative objectives.

(ii) The Proposer's cooperation and support for the Cooperative's conduct of this RFP process.

(d) Quality of Service Proposal.

(i) Demonstrated capacity to serve a purchasing group of Cooperative's size and geographic area and locations.

(ii) Proposal standards of performance and accountability with respect to filling of vending machines and needs of retail venues, equipment repair and maintenance, collection of recyclable containers, etc.

(e) Strength and Qualifications of the Proposer.

(f) Committed Staff Expertise and Experience, including evaluation of human resources identified and committed to the relationship.

In addition to the above the Cooperative may utilize other objective evaluation criteria which will be made known to the Proposers during the evaluation and consistently applied.

The Cooperative will evaluate all the Proposals and may conduct negotiations with one or more Proposers, structuring its evaluation and negotiations to favor the Proposer who's Proposal, as initially submitted, the Cooperative deems strongest.

J. CONTRACT FORMATION AND PERIOD

This is a Request for Proposals only. Proposals will be treated as offers to enter into a Contract with the Cooperative. The written acceptance of the Vendor’s Proposal by the Cooperative shall constitute a Contract, even pending formal execution of a formal written Contract satisfactory to both the Cooperative and the Vendor.

The Cooperative plans to award a Contract to the Vendor as a result of this RFP for a term of five years at the option of the Cooperative Board. The Contract term shall begin as of July 1, 2011. The Cooperative shall work with the Vendor for the reasonably expeditious installation of equipment, which is expected to be completed in no more than 45 days or by August 15, 2011.

K. SELECTION TIMELINE

The Cooperative’s anticipated timeline for its selection process is:

Cooperative’s Mailing of the RFP document	April 4, 2011
Pre-Proposal Meeting (MISD room 207B)	April 20, 2011 10:00am
Deadline for written requests for clarifications	April 27, 2011
Deadline for Proposals (MISD Business Office)	May 9, 2011
Proposer interviews and presentations to the Cooperative	Week of
MISD room	May 9, 2011 2:00 pm
Cooperative formal announcement of Contract award to Vendor by	May 16, 2011
Contract Term begins	July 1, 2011
Equipment installations completed	August 15, 2011

L. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by the Proposer and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified. Please refer also to the SUBMISSION DEADLINE AND REQUIREMENTS section (Section A) of the RFP for additional requirements.

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 Cooperative to determine the

Proposer's overall qualifications. Each Proposal may also include any other information that the Proposer feels is significant with respect to the Cooperative making an informed decision relative to the Proposal.

Any exceptions to the Requirements or the Specifications or any other special considerations or conditions requested or required by Proposer shall be enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason the Requirements or Specifications cannot be met. Each Proposer shall be required and expected to meet the Requirements and Specifications in their entirety, except to the extent exceptions are expressly noted in its Proposal. All pricing must be clearly indicated in the Proposer's Pricing Summary and the Pricing Schedules provided.

Proposals should be presented in a format that can readily be incorporated into a form of Contract between the successful Proposer and the Cooperative encompassing the RFP and the successful Proposal. Each Proposer is encouraged to include with its Proposal a form of such encompassing Contract, but such form shall not conflict with the RFP, including the Specifications, except to the extent the Proposal expressly enumerates such conflicts as exceptions. The RFP and Proposal, at the Cooperative's option, may be appended or otherwise included or referenced in the form of Contract to the effect that the RFP and Proposal are controlling on the terms of the Contract.

The Cooperative also invites Proposers to detail opportunities whereby Cooperative Participants can participate in additional revenue generating opportunities that are beyond the scope of information required in response to this RFP.

Accordingly, the following must be provided in each Proposal and in the following order:

(Signatures of one or two Proposer officials, as authorized by the Proposer, must be affixed to Schedules or items where indicated.)

Cover letter and/or executive summary prepared on the Proposer's business letterhead with authorized signatures. This should be limited to a brief narrative highlighting the Proposal and should be aimed at non-technical personnel. This item should not include commission/pricing quotations.

1. Proposer's background and local organization support and personnel responsible for carrying out the Contract. (To be referenced as Schedule 1).

2. Point by point response to RFP Requirements/Contract Specifications/Signatures (See attached form of Schedule 2).
3. Exceptions, including explanations, to RFP Requirements/Contract Specifications/ Signatures. (To be referenced as Schedule 3).
4. Summary Explanation of Proposer's Pricing/Signatures. (See attached form of Schedule 4).
5. Summary Charts of Financial Benefits to the Consortium (See attached form of Schedules 5(A) - (C)).
6. Vending Commission Schedule/Signatures, if proposing multiple percentage commission rates; otherwise mark form "NOT APPLICABLE." (See attached form of Schedule 6). In either case, include a sample periodic commission report.
7. Calculation Worksheet of Vending Commission, Retail Profits and Rebates, including Rates-Per-Student (See attached form of Schedule 7).
8. Product Cost (Food Service/Boosters/Concessions/Retail/Signatures). Include cost/case. (See attached form of Schedule 8).
9. Proposer Fountain Pricing/Signatures(s). (See attached form of Schedule 9).
10. Proposer's Rebate Schedule/Signatures, if proposing multiple rebate rates; otherwise mark form "NOT APPLICABLE." (See attached form of Schedule 10).
11. Proposer's Non-Point-of-Sale Signage and Other Exclusive Advertising, Marketing or Sponsorship Requests - Details. (See attached form of Schedule 11).
12. Educational and Community Support Programs and Marketing Programs and Estimated Retail Value. (See attached form of Schedule 12).
13. Letter regarding any existing beverage contract claims/Signatures. (See Section G; to be referenced as Schedule 13).
14. Any additional information considered necessary or helpful to the Cooperative in determining Proposer's qualifications, including listing of all Beverage Products available to the Participants under the Proposal, the Proposer's dedicated resources and capacity to service

- the Cooperative, and proposed standards of performance and accountability/Signatures. (To be referenced as Schedule 14).
15. Equipment Installation Schedule. (See attached form of Schedule 15).
 16. Listing of all litigation or regulatory proceedings within the United States and within the past five years as pertain to (i) school districts in which the Proposer has been a party to contracts similar to the proposed Contract, (ii) goods or services of the type which are the subject of the proposed Contract or (iii) non-compliance of the Proposer's goods and services or the Proposer's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements/Signatures. (To be referenced as Schedule 16).
 17. Reference Information. Provide State of Michigan client list, including contact name, address, telephone number, student enrollment, number of buildings, length of service for public school districts or cooperatives of similar Beverage needs. (To be referenced as Schedule 17).
 18. Proposer's form of Contract, if any, to encompass RFP and Proposal. (To be referenced as Schedule 18).
 19. If applicable, signed copies of the addenda cover sheets. (Refer to A-12)
 20. Include required security (Refer to A-14).
 21. Twelve (12) complete copies of the signed original Proposal.

M. CONTRACT SPECIFICATIONS

1. PRODUCT SELECTION. Vendors must provide a complete list of beverages that will be available in the vending machines. The vendor should expect to vary the product selection in individual locations in response to customer requests. The Vendor will implement the recommended School Beverage Guidelines as developed with the Alliance for a Healthier Generation and recommended in the Michigan Nutrition Standards.

The guidelines are as follows:

(i) *Elementary Schools:*

Bottled water

8 oz servings of milk and 100% juice

(ii) *Middle Schools:*

Same as elementary schools except 100% juice and milk may be sold in 10 oz servings.

(iii) *High Schools*

Bottled water

No or low calorie beverages with up to 10 calories/8 oz serving

Up to 16 oz. servings of 1% or fat free flavored or unflavored milk, up to 12 oz. 100% juice or 100% juice/water blends with carbonation and no or low calorie sport drinks.

At least 50% of beverages must be water and no or low calorie options.

(iv) *Time of Day:*

All beverages sold on school grounds during the regular and extended school day. The extended school day includes activities such as clubs, yearbook, band, choir, student government, & drama. This policy does not apply to school-related events such as sporting events, plays, concerts, where parents and other adults constitute a significant portion of the audience or are selling beverages as boosters. Adult only areas (teacher lounges) are not restricted.

2. REPAIR AND MAINTENANCE. All Vendors provided equipment, including Beverage machines, shall remain the sole property and insurable risk of the Vendor. This equipment shall be completely maintained by the Vendor and kept in constant working order, clean, sanitary, and in good appearance. Malfunctioning equipment must be repaired within forty-eight (48) hours of request, and replaced within one week thereafter if not repairable.

Maintenance and repairing of equipment shall be available five (5) weekdays per week, and available ten (10) hours per day, from 7:00 a.m. through 5:00 p.m. or other reasonable times with notice by the Participant or the Vendor to each other.

3. VENDING.

(a) Full Service Vending and Pricing. All equipment must be furnished, installed, and maintained by the Vendor at no cost to the Cooperative. Placement, removal, or expansion of vending locations will be determined by the affected Participant in consultation with the Vendor, taking into account revenue enhancement commensurate with the educational role of the Participant. With respect to vending machines placed at locations in or on Participant facilities and Properties, all such machines shall be, and shall remain during the term of the Contract, the property and insurable risk of the Vendor and 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 Vendor owns and continues to own until purchased by a customer; (2) that the Vendor will deliver on a regular and sufficient basis only enough product necessary to fill the vending machines and leave no excess inventory; (3) that the Vendor will collect for its own account all moneys received for the Beverages dispensed through these machines; and (4) that the Vendor to the Participant’s reasonable satisfaction shall remove and, if applicable, redeem empty Beverage containers placed in marked recycling containers. The vending price for the Beverages which are to be dispensed through vending machines will be based on the mutual agreement of the affected Participant and Vendor. These prices shall include the can or bottle deposits. It will be the intent of each Participant to keep the vending price competitive with the marketplace. Should a vending price increase become necessary, vending commissions will be recalculated based on the commission percentage specified in the Contract.

(b) Vending Commissions. Vending commissions will be computed based on net sales; i.e. gross sales less sales tax and deposit. Commission payments will be made directly to the affected Participant or the point-of-sale if directed by the Participant on a monthly or four week or similar basis, based on volume per machine, per building and vend price. Payments will be received within 45 days of the end of the payment period. Payments will also include back-up support documentation which indicates sales volume per machine per building. The Cooperative reserves the right to audit the distribution of commissions. All machines shall have counting devices, and the affected Participants shall have access to those devices. Audit requests and requests to access machines' counting devices shall be in writing and shall occur at reasonable times and places.

(c) Vending Equipment. All vending machines furnished by Vendor are to be new or like new and in good working condition. It shall be the Vendor's responsibility to maintain all such vending machines in good working order at no charge to the Participant. All vending machines are to be equipped with dollar bill changers and, if requested by the Participant, timing-of-use restriction mechanisms. Additional vending machine placements may be permitted by the affected Participant in consultation with the Vendor.

Each Participant shall, at its cost, provide electric power and the required hook-ups to operate the Beverage equipment. The cost of providing new outlets, hook-ups or line extensions to operate the Beverage equipment shall be allocated between the Vendor and the affected Participant as such parties shall mutually determine. The Participant may provide energy misers for the electric power to the vending machines at its own expense.

(d) Bottle Deposit Return. The Vendor shall provide each Participant with sufficient Deposit containers to accommodate the anticipated number of empty Beverage containers to be generated from the sale of Beverage products. The Vendor shall remove and redeem the empty Beverage containers, bottles or cans, and shall refund to the affected Participant a deposit of \$.10, or the amount as specified in Michigan law per container. The deposit refund shall be paid to the affected Participant within 30 days after the end of each payment period, shall be accounted for separately, and shall be included with the commission payment.

4. FOUNTAIN.

(a) Fountain Service. The Vendor shall provide to each Participant, as requested and on a regular and sufficient basis, fountain syrup for carbonated and non-carbonated dispensed Beverages to the requested locations on Participant Properties including, but not limited to food service and concessions operations. All fountain Beverage products distributed by the Vendor will be made available to the Participants. The Vendor shall provide its complete line of carbonated and non-carbonated fountain products, as well as additional Beverage products that are available through supplier agreements, alliances, or other cooperative efforts. The Vendor shall provide, as necessary or appropriate, training to the Participant's personnel regarding the usage of such fountain dispensing equipment. Locations for fountain dispensing may include temporary installation during the appropriate season for certain events or activities.

(b) Fountain Equipment. All equipment (dispensers, racks, CO₂ handling, carts, tanks, etc.) must be supplied, installed, and maintained by the Vendor at no cost to the Consortium or Participant. Placement, removal, or expansion of fountain dispensing locations, as well as the selection of Beverage products to be dispensed, will be determined by the affected Participant in consultation with the Vendor, taking into account traffic flows and revenue enhancement commensurate with the educational role of the Participant. All fountain dispensing equipment must be maintained in good working condition. Each Participant shall provide electricity, water hook up, drain, and back flow preventer for all fountain equipment. Portable fountain service equipment for some events may be required.

(c) Fountain Pricing. The Cooperative requires unified pricing for all products offered by the Vendor. In other words, all Participants shall be charged the same price for the same product regardless of volume. Upon the Cooperative's request, the Vendor shall provide the Cooperative with pricing information that substantiates that the pricing is offered at least as low as the Vendor's educational pricing provided to other school districts or similar educational institutions, within the Cooperative's market; provided that any such school districts or similar educational institutions have substantially similar

contract terms and conditions with the Vendor, and provided further, that the Vendor shall not be required to submit any written documentation which is proprietary in nature.

5. RETAIL CASH OPERATIONS.

(a) Retail/Merchandising Equipment. All equipment (Visi-Coolers, Cold Barrels, Countertop Coolers, carts, etc.) must be furnished, installed, and maintained by the Vendor at no cost to the affected Participant to enable the sale of Beverages at any Participant retail facility or location. Placement, removal, or expansion of Beverage retail or merchandising equipment will be determined by the mutual agreement of the affected Participant in consultation with the Vendor, taking into account revenue enhancement commensurate with the educational role of the Participant. Equipment must be maintained in good working condition at all times.

(b) Retail/Cash Operations Pricing. All Participants shall be charged the same price for the same product regardless of volume.

6. DESTINATION PRICING. All prices are to be F.O.B. destination. All deliveries are to be made to the Participant Properties and the locations within such Properties and during the regular open hours of each such Property as requested by the Participant.

7. FEDERAL, STATE AND LOCAL LAW COMPLIANCE. The Cooperative and the Participants shall use their best efforts as reasonably requested by the Vendor to assist the Vendor to comply with any applicable federal, state or local laws, rules and regulations. The Vendor shall, in the exclusive provision of Beverages and in the performance of services pursuant to the RFP and Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, and shall hold the Cooperative and the Participants harmless from any liability from failure of such compliance. This Vendor represents and warrants to the Cooperative Participants that the Vendor is in compliance with all applicable federal and state law. The Proposers recognize that all School Districts are subject to State and Federal Laws with regards to contracts in effect.

8. TAXES. Vendor is responsible for sales taxes on full service sales (but not sales made by the Cooperative, e.g., food services and concessions), personal property taxes, and other applicable taxes related to the goods and services provided under the Contract relating to full service sales.

9. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Vendor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.
10. FEDERAL, STATE AND LOCAL LICENSES, AND PERMITS; PARTICIPANT POLICIES. The Vendor will comply with all laws and regulations and licenses and permits. The Vendor, including its employees and agents, shall also be responsible for knowing the Participant policies concerning appropriate behavior of persons in a Participant's schools and on its properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with such policies.
11. WARRANTY. The Vendor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects. To the extent the Vendor knows of the Participants' intended use, the Vendor warrants that the goods or services are suitable for the intended use.
12. CERTIFICATE OF NO IMPROPER CONSIDERATIONS. The Vendor certifies that no elected or appointed official or employee of the Cooperative or its Participants has benefitted or will benefit financially or materially from any consideration of its Proposal, the selection of the Vendor, or the Contract, except to the extent that such officials or employees shall themselves be responsible as requested by the Cooperative, to disclose employment, stock ownership or other similar interest in the Vendor.
13. REPAIRS TO PROPERTY DAMAGE. Any damage to Participant facilities caused by the Vendor, its agents or employees shall be repaired so that facilities are in as good condition as found. All repairs shall be accomplished at no cost to the Cooperative or the affected Participant.
14. INSURANCE REQUIREMENTS. The Vendor shall maintain the following insurance in force at all times during the term of the Contract, with a Best "A" rated insurance carrier acceptable to the Cooperative. Each Participant shall be named as additional insured for the minimum limits listed below.

<u>Policy</u>	<u>Minimum Limits</u>
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
Combined Single	\$5,000,000 each occurrence
Limit Bodily Injury and/or Property Damage	\$5,000,000 aggregate

Note: Comprehensive Liability to include, but not limited to:

- (i) Consumption or Use of Products
- (ii) Existence of Equipment or Machines on Location.
- (iii) Contractual obligations to Customers.

The insurance carrier must notify the Cooperative and the Vendor 30 days prior to the expiration, termination or material change of such insurance coverage.

These coverage's and limits are to be considered minimum requirements under the Contract and shall in no way limit the liability or obligations of the Vendor under the Contract.

The successful Vendor shall not commence operations under the Contract until the Vendor has obtained all insurance stated in these requirements, all insurance has been reviewed by the Consortium, and Certificates of such insurance have been made available to the Consortium.

15. HEALTH, SAFETY AND EMPLOYMENT PRACTICES. All goods or services to be furnished by the Vendor and the Vendor's working conditions and employment practices shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

16. CONTRACT ASSIGNMENT OR SUB-CONTRACT. The resulting Contract shall not be assigned, transferred, or sublet by the Vendor in whole or in part without the prior written approval of the Consortium.

17. LOCAL CONTROL. Except to the extent expressly provided in the RFP and the Proposal, each Participant shall have, and be presumed to have, full rights to determine the manner, extent, location and pricing of Beverage sales and Beverage-related equipment or services to be provided on its Properties, or incidental to its activities, provided that to the extent that Beverages and/or Beverage-related services are so provided at all, they must be provided by the Vendor and otherwise in accordance with the Beverage Contract.

18. ADMISSION OF ADDITIONAL PARTICIPANTS. The Vendor agrees that additional public school districts and other entities, public or private, engaged in the field of education, shall be permitted to become Participants in the Cooperative under the same conditions, upon mutual approval by the Cooperative and the Vendor.

19. GOVERNING LAW. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. To the extent permitted by law, the parties agree to the exclusive jurisdiction and venue of courts sitting in Macomb County, Michigan.

LIST OF EXHIBITS (attached)

- Exhibit A
 - List of Schools
 - Current Enrollment and Projections
 - List of Current Vending Machines
 - Estimated Current Beverage Usage
 - Other information
- Exhibit B
 - none

LIST OF SCHEDULES

	Description
Schedule 1	Proposer's Background and Local Organization Support and Personnel Responsible for Carrying Out the Contract
Schedule 2	Point-by-Point Response to RFP Requirements/Contract Specifications/Signatures
Schedule 3	Exceptions, Including Explanations, to RFP Requirements/Contract Specifications/Signatures
Schedule 4	Summary Explanation of Proposer's Pricing/Signatures
Schedules 5(A) - (C)	Summary Charts of Financial Benefits to the Consortium
Schedule 6	Vending Commission Schedule for Various Vend Prices
Schedule 7	Calculation Worksheet of Vending Commissions, Retail Profits and Rebates
Schedule 8	Product Cost (Food Service/Boosters/Concessions/Retail/Signatures)
Schedule 9	Proposer's Fountain Pricing/Signatures
Schedule 10	Proposer's Rebate Schedule/Signatures
Schedule 11	Proposer's Non-Point-of-Sale Signage and Exclusive Advertising Requests Details
Schedule 12	Educational and Community Support Program and Marketing Programs
Schedule 13	Letter Regarding any Existing Contract Claims/Signatures
Schedule 14	Any Additional Information Considered Necessary or Helpful to the Consortium in Determining Proposer's Qualifications/Signatures
Schedule 15	Equipment Installation Schedule
Schedule 16	Listing of Pertinent Litigation or Regulatory Proceedings/Signatures
Schedule 17	Reference Information.
Schedule 18	Proposer's Form of Contract

Schedule 1

Proposer's Background and Local Organization Support and Personnel

(To be provided by the Proposer)

Schedule 2

Point-by-Point Responses to RFP Requirements and Contract Specifications

	Complete	Incomplete	Reason for Incompleteness
Cover Letter on Proposer's business letterhead			
Schedule 1			
Schedule 2			
Schedule 3			
Schedule 4			
Schedule 5			
Schedule 6			
Schedule 7			
Schedule 8			
Schedule 9			
Schedule 10			
Schedule 11			
Schedule 12			
Schedule 13			
Schedule 14			
Schedule 15			
Schedule 16			
Schedule 17			
Schedule 18			
The following Contract Specifications are made and agreed to:			
Product Selection			
USDA Guidelines			
Elementary School Beverage Guidelines			
Repair and Maintenance			
Vending			
(a) Full Service Vending and Pricing			
(b) Vending Commissions			

(c) Vending Equipment			
(d) Bottle Deposit Return			
Fountain			
(a) Fountain Service			
(b) Fountain Equipment			
(c) Fountain Pricing			

	Complete	Incomplete	Reason for Incompleteness
Retail Cash Operations			
(a) Retail/Merchandising Equipment			
(b) Retail/Cash Operations Pricing			
Destination Pricing			
Federal, State and Local Law Compliance			
Taxes			
Equal Employment Opportunity Requirements			
Federal, State and Local Licenses, and Permits; Participant Policies			
Warranty			
Certificate of No Improper Considerations			
Repairs to Property Damage			
Insurance Requirements			
Health, Safety and Employment Practices			
Contract Assignment or Sub-Contract			
Local Control			
Legal Authority			
Admission of Additional Participants			
Governing Law			

Schedule 3

**Exceptions, Including Explanations, to
Request for Proposal Requirements/Contract Specifications**

(To be provided by the Proposer)

Schedule 4

Summary Explanation of Proposer's Pricing

(To be provided by the Proposer and referencing pricing elements, amounts, conditions and assumptions such as those identified in Section G of the Request for Proposals)

Schedule 5-A

Summary Chart of Financial Benefits

Based upon Proposer’s Applications of Its Pricing Elements, Amounts, Conditions and Assumptions Under Schedule 4 to the Cooperative’s Estimated Current Beverage Usage as Set Forth in Exhibit A.

	<u>Term: Five (5) Year Contract</u>			<u>Term: Seven (7) Year Contract</u>		
	<u>Amount/ Year</u>	<u>Rate/Student/ Year</u>	<u>Total Term Amount</u>	<u>Amount/ Year</u>	<u>Rate/Student/ Year</u>	<u>Total Term Amount</u>
Exclusivity						
Vending Commissions						
Rebates						
Signage and Exclusive Advertising Rights Education, Community and Marketing Programs						
Other	_____	_____	_____	_____	_____	_____
Total Financial Benefits						

Schedule 5-B

Summary Chart of Financial Benefits

Based upon Proposer’s Application of its Pricing Elements, Amounts, Conditions, and Assumptions Under Schedule 4 to Expected Sales Under Proposer’s Expected Marketing Program.

	<u>Term: Five (5) Year Contract</u>			<u>Term: Seven (7) Year Contract</u>		
	<u>Amount/ Year</u>	<u>Rate/Student/ Year</u>	<u>Total Term Amount</u>	<u>Amount/ Year</u>	<u>Rate/Student/ Year</u>	<u>Total Term Amount</u>
Exclusivity						
Vending Commissions						
Rebates						
Signage and Exclusive Advertising Rights Education, Community and Marketing Programs						
Other	_____	_____	_____	_____	_____	_____
Total Financial Benefits						

Schedule 5-C
(Optional)

Summary Chart of Financial Benefits

Proposers May Opt to Include This Additional Chart
Based Upon Any Pricing Guarantees or Dual Access Proposals

	<u>Term: Five (5) Year Contract</u>			<u>Term: Seven (7) Year Contract</u>		
	<u>Amount/ Year</u>	<u>Rate/Student/ Year</u>	<u>Total Term Amount</u>	<u>Amount/ Year</u>	<u>Rate/Student/ Year</u>	<u>Total Term Amount</u>
Exclusivity						
Vending Commissions						
Rebates						
Signage and Exclusive Advertising Rights						
Education, Community and Marketing Programs						
Other	_____	_____	_____	_____	_____	_____
Total Financial Benefits						

Schedule 6

Vending Commissions/Pricing for Vend Price of \$_.__

[Provide, as Applicable, Separate Signed Schedule for Each Applicable Vend Price; if single flat percentage commission proposed, mark “NOT APPLICABLE.” Attach in either case a Sample Period Commission Report.]

Full Service Vending Commissions	Alternate Package Size	% Commissions	Vend Price Less Deposit	Units Per Case	Sales Tax Per Case	Commission Per Case	Commission Per Unit
20 Oz. Bottle - Soft Drinks		%			\$	\$	
12 Oz. Can - Soft Drinks		%			\$	\$	
12 Oz. Can - Juice		%			\$	\$	
20 Oz. - Water		%			\$	\$	
20 Oz. - Isotonic		%			\$	\$	
Additional Product		%			\$	\$	
Additional Product		%			\$	\$	
Additional Product		%			\$	\$	

Schedule 7

Calculation Worksheet of Vending
Commissions, Retail Profits and Rebates, Including Rates Per Student

To be provided by the Proposer in two or three parts for:

- A – Current Cooperative Sales
- B – Expected Sales Under Proposer’s Expected Marketing Program and at Proposer’s Option:
- C – Guaranteed Sales.

Proposer may use average amounts for commission percentages and product costs, etc., based upon its assumptions stated in the Summary Explanation of Proposer’s Pricing. (See Schedule 4).

Schedule 8

Product Cost/Food Service/Boosters/Concession Retail

Item/Flavor	Alternate Package Size	Unit Per Case	Case Price	Unit Price
20 Oz. Bottle - Soft Drinks			\$	\$
12 Oz. Can - Soft Drinks			\$	\$
Can Juice			\$	\$
20 Oz. – Water			\$	\$
20 Oz. – Isotonic (sport)			\$	\$
Additional Product			\$	\$
Additional Product			\$	\$
Additional Product			\$	\$
Additional Product			\$	\$
Additional Product			\$	\$

Schedule 9

Proposer Fountain Pricing

Item/Flavor	Price/Gallon
5 Gallon BIB - Carbonated Soft Drinks - Sugared Cola	\$ /Gallon
5 Gallon BIB - Carbonated Soft Drinks - Diet Cola	\$ /Gallon
5 Gallon BIB - Carbonated Soft Drinks - Flavors	\$ /Gallon
3 Gallon BIB - Juices (100% Juice)	\$ /Gallon
3 Gallon BIB - Juices (Juice Added)	\$ /Gallon
** CO ₂ Full Tank - 20# (20 LB.)	
** CO ₂ Full Tank - 50# (50 LB.)	
** Include Cost of Tank Deposit	

Cup Pricing

Cup Size/Package Size	Price/Case	Unit Price
12 Ounce/		
14 Ounce/		
16 Ounce/		
22 Ounce/		
32 Ounce/		

Lid Pricing

Cup Size/Package Size	Price/Case	Unit Price
12 Ounce/		
22/24 Ounce/		
32 Ounce/		

Schedule 10

Proposer's Rebate Schedule

(To be provided by the Proposer if applicable – otherwise to be marked “Not Applicable”)

Schedule 11

**Proposer's Non-Point-of-Sale Signage
and Exclusive Advertising, Marketing or Sponsorship Requests**

<u>School Name</u>	<u>Address</u>	Detailed Description <u>Of Request</u>
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Schedule 12

Program List and Values

**Educational and Community Support
Programs and Marketing Programs**

Program Name	Found on Page (xx) of Proposal	Value
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Schedule 13

Letter Regarding Any Existing Contract Claims

(Signed letter to be provided by Proposer
and referenced as Schedule 13)

Schedule 14

Additional Proposer Information

(To be Provided by the Proposer)

Schedule 15

Equipment Installation Schedule

District

Facility Name

Equipment
Installation
Date

Schedule 16

**Listing of Pertinent
Litigation or Regulatory Proceedings**
(To be provided by the Proposer)

Schedule 17

Reference Information
(To be provided by the Proposer)

Schedule 18

**Proposer's Form of Contract, If Any,
Encompassing Request for Proposals and Its Proposal**
(To be furnished by Proposer – any terms in form of contract which conflict with Request for Proposals Requirements and Contract Specifications, and are not expressly listed as exceptions in Schedule 3, are void.)

Signature Page

The Undersigned agrees to execute a Contract for work covered by this proposal provided that he is notified of its acceptance within sixty (60) days after the date of the Proposal.

The Undersigned does hereby declare that the address given below is the legal address to which all notices, directives or other communications may be served or mailed.

Company Name _____

Street _____

City _____ State _____ Zip _____

Telephone No. _____ Facsimile No. _____

This Proposal is submitted in the name of:

Name of company _____

By _____

Title _____ Date _____

In the presence of _____