

**REQUEST FOR PROPOSAL****COLD BEVERAGE POURING RIGHTS****Specification & Contract Number Q00891****Submission Deadline  
for Proposals:**

April 28, 2017 at 2:00 p.m. Local Time

**Deadline for any questions  
Regarding this project:**

April 19, 2017 at 2:00 p.m. Local Time

**Number of Copies:**Submit (4) Hard Copies of Proposals  
One marked "*Original*"  
(2) Copies of the Pricing (Separate Sealed & Marked Envelope)**PLEASE MARK THE  
RETURN ENVELOPES:**

1. Cold Beverage Pouring Rights
2. Due April, 28, 2017 at 2:00 p.m. Local Time
3. Q00891

**RETURN PROPOSALS TO:**Harper College Purchasing Department  
"A" Building, Room A217  
1200 W. Algonquin Road  
Palatine, IL. 60067**ISSUED BY:** *Aaron Thompson*  
*Purchasing Specialist**PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED*

## LEGAL NOTICE

Harper College will accept Proposals for (Cold Beverage Pouring Rights) Q00891 until 2:00 P.M. Local Time on April 28, 2017

Proposals shall be submitted to: Harper College Purchasing Department  
"A" Building, Room A217  
1200 W. Algonquin Road  
Palatine, IL. 60067-7398

Interested parties may contact the Purchasing Department for the Request for Proposals documents. Questions should be addressed to Aaron Thompson [athompso@harpercollege.edu](mailto:athompso@harpercollege.edu) with a copy to [purchasing@harpercollege.edu](mailto:purchasing@harpercollege.edu). The last day to submit questions is April 19, 2017 at 2:00 p.m. local time.

Offers may not be withdrawn for a period of 90 days after closing date without the consent of the Board of Trustees.

Any responses submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

Bidders shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a 20 percent aspirational goal on the contract.

Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.

Aaron Thompson  
Purchasing Specialist

## REQUEST FOR PROPOSALS (RFP)

### GENERAL PROCESSING AND SELECTION PROCEDURES

The following procedures are generally used in the selection of vendors to provide professional services:

1. The Evaluation Committee is formed to evaluate the RFP responses.
2. The committee prepares a project description, criteria for selection and requirements for the specific contract. A Request for Proposals package is mailed to interested parties and a legal notice of the intent to contract for services is published.
3. The committee receives written RFP responses. The RFP responses should include a resume of the firm, references from past and present clients, similar experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), and any other submittals requested within the document.
4. The committee reviews and evaluates the RFPs based on the established selection criteria and a comparison of all RFP responses submitted. If necessary, the committee may request a meeting with one or more Respondents to clarify and/or expand on the response. In accordance with the requirements of the RFPs, the College may negotiate terms, conditions and fees with the successful Respondent.
5. The committee selects the RFP response which, based on the ability to meet the criteria, appears to be the most advantageous selection for the College, and subsequently recommends contract award to the Executive Vice President.
6. Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.
7. The contract is presented for approval to the College Board of Trustees.

## GENERAL INFORMATION

### REQUEST FOR PROPOSALS (RFPs)

---

#### A. REQUEST FOR PROPOSALS

##### A.01 General:

###### A.01.1 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible Respondents and revisions to responses prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

###### A.01.2 Familiarity with Conditions:

Respondents are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, failure to have read all the conditions, instructions and specifications of this Request for Proposals, and any subsequent contract, shall not be cause to alter the original contract or request additional compensation.

##### A.02 Discussion of Proposals:

A.02.1 All Respondents are advised that in the event of receipt of an adequate number of RFPs, which in the opinion of the Selection Committee requires no clarification and/or supplementary information, such RFPs responses may be evaluated without discussion. Hence, Proposals should be initially submitted on the most complete and favorable terms which Respondents are capable of offering to the College.

A.02.2 The Selection Committee may conduct discussions with any Respondent who submits acceptable or potentially acceptable Proposals. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Qualification responses. During the course of such discussions, the Selection Committee shall not disclose any information derived from one Qualification response to any other Respondent. The Selection Committee reserves the right to request the Respondent to provide additional information during this process. Neither the Selection Committee nor any other member of Harper's staff will conduct debriefings regarding the RFP process.

A.02.3 During discussions, the Respondent shall be prepared to cover the following topics:

A.02.3.1 The specific services to be provided;

A.02.3.2 Proposals of the Respondent, including work on similar projects, experience of personnel, etc;

A.02.3.3 The working relationship to be established between the College and the Respondent, including, but not limited to, what each party should expect from the other.

##### A.03 Negotiations:

Harper College reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The College may require the RFP and the Respondent's entire Qualification response be made an integral part of the resulting contract. This implies that all responses, supplemental

information, and other submissions provided by the Respondent during discussions or negotiations will be held by Harper College as contractually binding on the successful Respondent.

A.04 Notice of Unacceptable Responses:  
When the Selection Committee determines a firm's RFP response to be unacceptable, such Respondent shall not be afforded an additional opportunity to supplement its RFP Response.

A.05 Confidentiality:  
The Purchasing Department shall examine the Proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Purchasing Department. All data, documentation and innovations developed as a result of these contractual services shall become the property of the College. Based upon the public nature of these RFP's, a Respondent must inform the College, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.06 Proposed Timeline:

RFP Issued.....	April 12, 2017
Last Day to submit questions for a response.....	April 19, 2017
Final Addendum issued .....	April 21, 2017
RFP Deadline .....	April 28, 2017
Oral interviews.....	May 8-10, 2017
Approval by Harper College Board of Trustees .....	June 21, 2017

**B. TERMS AND CONDITIONS**

B.01 Authority:  
This Request for Proposals is issued pursuant to applicable provisions of Harper College's Purchasing Policy.

B.02 Errors in Proposals:  
Respondents are cautioned to verify their RFP response prior to submission. Negligence on the part of the Respondent in preparing the RFP response confers no right for withdrawal or modification of the RFP response.

B.03 Reserved Rights:  
Harper College reserves the right at any time and for any reason to cancel this Request for Proposals process or any portion thereof, to reject any or all submittals, or to accept alternate submittals. The College reserves the right to waive any immaterial defect in any RFP response. Unless otherwise specified by the Respondent, the College has ninety (90) days to accept. The College may seek clarification from a Respondent at any time and failure to respond promptly is cause for rejection. The College may require submission of best and final offers.

B.04 Incurred Costs:  
Harper College will not be liable in any way for any costs incurred by Respondents in replying to this RFP.

- B.05 Award:  
Award shall be made by the Harper College Board of Trustees to the responsible Respondent whose Proposals are determined to be the most advantageous to the College, taking into consideration price and the evaluation criteria set forth herein below. Harper College reserves the right to accept the RFP response as a whole or for any component thereof if it appears to be in the best interest of the College.
- B.06 Evaluation Considerations:  
Evaluation Criteria are shown below. The Selection Committee shall consider the following when judging the ability of Respondents to meet the requirements of this Request for Proposals.
- B.06.1 Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.
- B.06.2 Quality of Response.  
B.06.2.1 Clearly demonstrated understanding of the work to be performed.
- B.06.2.2 Completeness and reasonableness of the Respondent's plan/Proposals for accomplishing the tasks.
- B.06.2.3 Level of creativity demonstrated by the Respondent's proposed methodologies for meeting the requirements of this Request for Proposals.
- B.06.3 Products/Services to be Provided. This refers to the exact type and nature of the Respondent's proposed services and how they accomplish the objectives of this project. The vendor should demonstrate the ability to maximize sales through product mix and customer services, as well as the ability to rapidly respond to the College's needs, as defined in the Evaluation Criteria set forth herein.
- B.06.4 Schedule. This refers to the Respondent's proposed delivery schedule. The schedule shall be a critical element of this contract.
- B.06.5 Proposals of the Consultant. Respondent's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes but is not limited to:
- B.06.5.1 The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other Colleges or organizations.
- B.06.5.2 Personnel to be assigned to the project, and their capabilities, qualifications and experience with similar projects; and
- B.06.5.4 Other areas addressed in the *Statement of Work* herein.
- B.06.6 Costs (Price). This refers to the proposed contract fee. (Please note that price is only one factor for consideration of award). **Pricing will submitted within a separate sealed envelope so marked.**

B.06.7 Acceptability of Proposals:

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The Proposals shall be categorized as follows:

- A. Acceptable;
- B. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- C. Unacceptable.

B.07 Budget:

B.07.1 When requested, Respondent shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Statement of Work herein.

B.07.2 If proposing costs which may include alternate programs or services not covered in the base bid pricing, the Respondent, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

B.08 Contract Period:

As required in the specifications shown herein.

B.09 Taxes:

The College is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax. (Tax Exemption I.D.# E9997-8571-06)

B.10 Hold Harmless Clause:

The Respondent agrees to indemnify, save harmless and defend Harper College, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligent conduct of Harper College, its agents, servants, or employees or any other person indemnified hereunder.

B.11 Insurance Requirements:

Respondents shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, as enumerated in Harper College's insurance requirements. **Please state your professional liability coverage if applicable.**

Upon notice of acceptance of proposal, the successful bidder shall, within ten (10) calendar days of said notice, furnish to the College a certificate of insurance evidencing coverage by the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the College, licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing Harper College at least thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect until such time as the subject equipment has been approved and accepted by the College.

Minimum Insurance Requirements:

General Liability	General Aggregate	\$2,000,000
	Products-Comp/Op Agg	\$2,000,000
	Personal Injury	\$1,000,000
	Each Occurrence	\$1,000,000
Excess Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Automobile Liability	Bodily injury (each acc)	\$1,000,000
	Property damage (each acc)	\$1,000,000
Worker's Compensation	Statutory Limits	
	Each accident	\$500,000
	Disease-Policy limit	\$500,000
	Disease-Each employee	\$500,000

Contractor shall cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified above. When requested by the College, contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. The College shall be named as an additional insured for general liability.

B.12 Meetings:

Respondent may be required to meet with various College and outside officials as required, throughout the project.

B.13 Equal Employment Opportunity:

Respondent shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Respondent shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Furthermore, the Respondent shall comply with Public Act 98-107 which requires nearly any party that contracts with a community college to post employment of vacancies with the state's job board IllinoisJobLink.com. Additionally, the Respondent shall comply with the Harper College Fair Employment Ordinance.

B.14 Responsibility & Default:

B.14.1 The awarded Respondent shall be required to assume responsibility for all items listed in this Request for Proposals. The successful Respondent shall be considered the sole point of contact for purposes of this contract.

B.14.2 Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the College reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Respondent, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such a manner as the Purchasing Department may deem appropriate, and charge the Respondent with any or all losses incurred. The College shall be entitled to recover its attorney's fees and expenses in any successful action by the College to enforce this contract.



- B.15 Payments:  
B.15.1 The Respondent shall furnish the College with itemized invoices as required as determined through negotiations with the Selection Committee.  
B.15.2 All payments to be made in accordance with applicable provisions of the "Local Government Prompt Payment Act." 50 ILCS 505/1, *et seq.*
- B.16 Consultant Responsibilities:  
The selected Respondent will be required to assume responsibility for all services offered in this Request for Proposals. The College will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the College.
- B.17 Interpretation or Correction of Request for Proposals:  
B.17.1 Respondents shall promptly notify the Purchasing Department of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for Proposals. Requests for interpretation of specifications may be made in writing, and directed to the Purchasing Department. All such requests must be delivered in a timely fashion.  
B.17.2 Interpretations, corrections and changes to the Request for Proposals will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.
- B.18 Law Governing:  
Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois, without regard to conflict of law principles.
- B.19 Compliance with Laws:  
The Respondent shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and College policy, which may in any manner affect the contract.
- B.20 Termination for Lack of Funding:  
The College reserves the right to terminate the whole or any part of this contract, upon written notice to the Respondent in the event that sufficient funds to complete the contract are not appropriated by the Harper Board of Trustees; provided that in the event of such termination, the Respondent shall be paid promptly for all services rendered by the Respondent through the effective date of termination.
- B.21 Addenda:  
B.21.1 Addenda are written instruments issued by the Purchasing Department prior to the date of receipt of Proposals, which modify or interpret the RFP by addition, deletions, clarifications or corrections.  
B.21.2 Prior to the receipt of Proposals, addenda shall be distributed to all who are known to have received a complete RFP if required.  
B.21.3 After receipt of Proposals, addenda shall be distributed only to applicants who submitted Proposals and those Respondents shall be permitted to submit new or amended Proposals as detailed within the addenda.

B.21.4 Each Respondent shall ascertain, prior to submitting a Proposal that all addenda issued have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all addenda and that the Respondent is familiar with the terms thereof and understands fully the contents of the addenda.

B.21.5 Respondents shall acknowledge receipt and understanding of the addenda in their response.

B.22 Regulatory Compliance:

When applicable Respondent represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Respondent shall furnish applicable "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure Act, and shall otherwise comply with the requirements of said act for materials and supplies covered by the act.

B.23 Guarantees and Warranties:

All guarantees and warranties required shall be furnished by the Respondent and shall be delivered to the Purchasing Department before final voucher on the contract is issued.

B.24 Background Checks:

The contractor agrees to conduct criminal background checks on each of its employees, as well as employees of its subcontractors, prior to sending them to the College. The College may request new background checks of any employee at any time. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to the College. If in the College's sole discretion objectionable information regarding any employee is discovered in the background check, such person shall not be allowed to continue working at the College. The minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number trace
2. Federal, State and County Criminal Background Checks
3. National Sex Offender Registry

B.25 Concealed Carry:

The contractor/supplier acknowledges that firearms are prohibited on the College's campus except as provided in Section 65 of the Firearm Concealed Carry Act, 430 ILCS 66/65. The Contractor shall inform its employees and subcontractors of this prohibition and shall strictly enforce it when on the College's campus. The supplier/contractor further agrees to consult and comply with Harper College's Board Policies regarding the possession of firearms on campus.

B.26 Contracting with Minority Firms and Women Business Enterprise

The College has an aspirational goal of spending 20% of its budgeted expenditures with firms owned by minorities, females or persons with disabilities as required by Illinois Statute. Respondents should solicit and utilize minority owned business, female owned businesses and firms owned by Persons with disabilities whenever practicable. The directory of BEP certified vendors the College accepts can be found at the following website (<https://cms.diversitycompliance.com/>). Please identify the firms to be utilized in the completion of this project.

C. PROPOSALS (RFP Response)-FORM AND CONTENT

C.01 Submission of Proposals:

C.01.1 To be considered, Proposals must be delivered directly to the Harper College Purchasing Department on or before the date and time specified in the Request for Proposals. Delivery methods are solely the responsibility of the respondent.

C.01.2 Each Respondent shall submit the number of Proposals as enumerated on the cover page herein, one of which shall be the original.

C.01.3 Proposals (RFP Response) may be submitted in a sealed envelope, addressed as follows:

William Rainey Harper College  
Purchasing Department  
1200 W. Algonquin Road  
Palatine, Illinois 60067

Late Proposals (RFP Responses) are grounds for rejection at the owner's discretion.

C.02 Form of Proposals:

The Proposals form included with this RFP shall be completed in full and signed by an officer, partner or principal with authority to execute contracts.

C.03 Proposals of Respondents (Statement of References):

C.03.1 Complete the enclosed "References" form. Provide references of organizations who have utilized similar services. A minimum of three references or as stated are requested; however, a Respondent may list more.

C.03.2 Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and other data that will permit the College to determine the capability of the Respondent to meet all contractual requirements.

C.03.3 List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

C.03.4 Describe your involvement in engagements of similar size and scope, providing references where appropriate.

C.03.5 Provide a complete listing of personnel to be assigned to the contract, including a personnel utilization breakdown of the work specified. Include detail by task and personnel if possible.

C.03.6 Provide a listing of all sub-Respondents who will be utilized in the execution of this project. Respondents shall provide the same information for each sub-Respondent that is provided for the Respondents, as detailed in Sections C.03.1 through C.03.5 above.

C.03.7 Identify the names of any and all persons and entities associated with the Respondents who may pose a potential conflict of interest with any activity of this specific project. Please provide details and reasons for any such conflict. (Respondents are subject to disqualification on the basis of any potential for conflict of interest as determined by the College.)

- C.04 Items to be Submitted:
- C.04.1 References and Qualifications: See Section C.03.
- C.04.2 Narrative Response:  
The Narrative Response shall include:
- C.04.2.1 Work Overview: State in succinct terms your understanding of the proposed project.
- C.04.2.2 Work Plan: Describe in narrative and/or outline form your detailed work plan which indicates your firm's methodology for execution of this contract including a summary of the methodology to be used to perform the work specified, and a synopsis and review of other areas or considerations not addressed in the Statement of Work herein, which the Respondents believes to be essential to the effective execution of the project.
- C.04.2.3 **Pricing will submitted within a separate sealed envelope so marked.**
- C.04.2.4 Terms and Conditions: List any terms and conditions which may apply to this contract that are not included in this RFP.
- C.04.2.5 Implementation Schedule: The current pouring rights agreement expires June 30, 2017. Provide a complete schedule for implementation, installation of equipment and products , all significant milestones that will allow the College to maximize its return.
- C.04.2.6 Additional Information and Comments: Include any other information which may be requested in the "Statement of Work" herein, or which you believe to be pertinent to the College's requirements.
- C.05 CHANGES and INVOICING
- C.05.1 Changes in Scope  
Unless otherwise agreed by the Board of Trustees in the original contract for professional services, any change in scope of services that increase the agreed contract price for professional services and/or for costs to be expended by the professional in an amount in excess of \$25,000 must be approved by the Board of Trustees. Any change in the scope of services that increase the agreed contract price for professional services and/or for costs to be expended by the professional in the amount of \$25,000 or less, may be approved by the College President or his designee.
- C.05.2 Invoicing Requirements  
Unless otherwise agreed by the Board of Trustees in the original contract for professional services, all invoices for professional services rendered must be itemized by the name of the individual doing the work, the date of the work, the time expended by the individual broken down into 10ths of an hour, with a description of the work. In addition, all costs must be itemized with a description of the purpose for which the cost was incurred.
- Unless otherwise agreed by the Board of Trustees in the original contract for professional services, fee and cost invoices must be provided to the College on a monthly basis.

C.05.3 Termination for Default

The College reserves the right to terminate the whole or any part of this contract, upon written notice to the bidder, in the event of default by the bidder. Default is defined as failure by the bidder to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the College may procure, upon such terms and in a manner as the Purchasing Department may deem appropriate, supplies or services similar to those so terminated. The bidder shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Department that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the bidder.

C.05.4 Termination for Convenience

The College may terminate this contract at any time upon a written notice to the bidder, should it be determined that these services are no longer required, or if sufficient funds are not available to cover the estimated requirement, or for any other reason in the College's sole and exclusive discretion. Payment for work performed prior to the effective date of termination shall be based upon an estimate of the services actually performed, and shall be mutually agreed upon by the College and the bidder. Such payment so made to the bidder shall be in full settlement for services rendered under this contract.

C.05.5 Conflict of Interest

*It shall be a breach of ethical standards for any employee of the College to participate directly or indirectly in procurement when the employee knows that:*

- The employee has financial interest pertaining to the procurement.
- A business or organization in which the employee has a financial interest pertaining to the procurement is involved in the procurement.
- Any other person, business, or organization with which the employee is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

*Employees who violate this standard will be subject to discipline in accordance with applicable State, County and local codes. Upon discovery of an actual or potential conflict of interest, an employee shall promptly disqualify themselves and withdraw from further participation in the transaction involved.*

## D. SPECIAL PROVISIONS TO THIS CONTRACT

### D.01 Request for Proposal Definitions

- D.01.1 Beverages or cold beverages means any non-alcoholic carbonated and non-carbonated cold beverage in a bottle, can, or post-drink mix from a fountain drink dispenser including soft drinks, isotonic beverages, teas, energy drinks, waters, enhanced waters, high end specialty drinks, milks, dairy drinks and juices.
- D.01.2 Contract Administrator means the person designated by the College to administer the contract. Currently this is the Manager of Auxiliary Services.
- D.01.3 Energy Drink means any drink containing sugars and caffeine combined with other stimulants including but not limited to: methylxanthines, B vitamins, herb extracts, guarana, teas, and/or other plant-based stimulants. This can include any or all drinks listed and/or defined as Energy Drinks on Wikipedia.org. This would also include any energy drink that has been linked to health issues such as heart attacks/palpitations, seizures, strokes and/or death.
- D.01.4 Isotonic beverages means beverages commonly referred to as "sport drink" beverages, and are designed to help athletes rehydrate when fluids are depleted after training and exercise.
- D.01.5 Equipment means the following types of equipment owned and operated by the vendor and used to sell or dispense beverages including full service vending machines, retail single-serve food service equipment, beverage coolers, and fountain service equipment.
- D.01.6 Food service provider means any vending or food service provider authorized to provide services on the college premises.

### D.02 Vendor Qualifications

- D.02.1 Currently manufacture and/or distribute a range of carbonated and non-carbonated natural or artificially flavored non-alcoholic sodas, fruit juices, cold teas, bottled water, and sports and energy drinks.
- D.02.2 Have a minimum of 5% national market share of carbonated soft drink sales.
- D.02.3 Have at least five (5) years' experience providing Pouring Rights to colleges and universities.
- D.02.4 Have sufficient presence in the Chicago Metropolitan area to permit prompt, efficient, and continuous provision of Pouring Rights to Harper College.
- D.02.5 Show proven commitment to consumer health and wellness through availability of low and zero calorie and sugar items, all fruit juices, etc.
- D.02.6 Show proven commitment to sustainable practices including use of recycled plastics and glass, and Energy-Star rated Beverage Equipment.

D0.3 General Requirements

- D.03.1 Vendors and their equipment must meet all applicable Federal, State and local licensing, and sanitation requirements.
- D.03.2 Prior commissions and sponsorship payments will not be provided.
- D.03.3 Harper College will require quarterly meetings between the vendor's representatives and the Colleges contract administrator and the college's designated food service provider.
- D.03.4 The College, at its discretion, may ban or limit the sales of specific products.
- D.03.5 The Starbucks store and Harper's Child Learning Center are not included in this proposal and will not be bound by the Beverage Exclusivity.

D.04 Vendor Requirements

- D.04.1 The vendor will provide Harper's food service and vending service provider(s), current and/or in the future, with beverages for resale at all campus dining, food service, catering and vending locations except for the licensed Starbucks store.
- D.04.2 The vendor will provide pricing to the College's food service and vending service provider(s) that is equal to or better than what they pay through their corporate or national agreements with the local vendor.
- D.04.3 Initial beverage product and package mix pricing will be submitted as in response to this request for proposal. Price increases must comply with the College's food service and vending service provider's corporate or national pricing agreements with the vendor
- D.04.4 The vendor will supply, deliver, and install all beverage equipment on Harper's premises at no cost to the College. The vendor will coordinate with Harper's food service and/or vending service provider to supply, deliver, install and repair all vendor provided beverage equipment.
- D.04.5 The College's contract administrator must be notified and approve of all changes in equipment prior to installation or removal.
- D.04.6 All product pricing commitments will be provided to Harper College's Academic Culinary, Food Service and Hospitality programs.

D.05 Equipment Requirements

- D.05.1 The vendor will provide all equipment as specified in this request for proposal. The College, food service and vending service provider(s), and the vendor shall determine installation of new equipment by mutual agreement. The vendor shall assume sole expense and risk to place, install and maintain all equipment in coordination with the College's food service and vending service provider(s). Where necessary, electricity and water shall be brought to the equipment by the College. All installations and alterations to the existing space and facilities shall have prior approval of the College.

- D.05.2 The description of current equipment is listed in Exhibit A and represents the initial minimum required equipment.
- D.05.3 All equipment must be in compliance with the Americans with Disabilities Act (ADA).
- D.05.4 Installed equipment shall be energy efficient or energy star rated.
- D.05.5 Equipment will be in new or like new condition. New equipment shall be of the most recent model and not manufactured prior to 2016. Like new equipment shall be shop rebuilt and refurbished in accordance with industry standards prior to installation. All like new equipment must be approved by the College prior to installation and or within the first 90 days of the contract. Any exceptions to this request should be clearly spelled out in the response.
- D.05.6 All fountain dispensers must be of the most recent design of proven efficiency and include the following:
  - D.05.6.1 operates on a 3 or 5 gallon bag-in-the box (BIB) design;
  - D.05.6.2 eight (8) head, high volume machines with the capacity to dispense ice from FSV's ice maker; or as agreed upon with the food service provider when a change in equipment is required;
  - D.05.6.3 have the ability to dispense carbonated and plain water;
  - D.05.6.4 be equipped with locks and/or shut-off devices and filtered with a stainless steel, vented, double check valve backflow: and
  - D.05.6.5 is equipped with a separate water supply shut-off.
- D.05.7 Syrup must be packaged in 3 or 5 gallon BIB containers and sealed in accordance with any and all health and sanitary codes.

D.06 Other Requirements

- D.06.1 The College shall be permitted an exception to the exclusive rights throughout the facilities for competitive cold beverages and carbonated soft drinks at private catered events if specifically requested by the client booking the catered event.
- D.06.2 Harper College is a diverse community, many of whom favor beverage types and flavors that may be available only from specialty manufactures or distributors. To the extent that the Vendor is unable to provide these "Specialty" products or a substantially similar product that is acceptable to Harper College, Harper College reserves the right to make Specialty Products available through other suppliers.
- D.06.3 Vending Machine Types and Locations (minimum amount) See "Exhibit A".



- D.07 Estimated Beverage Sales – “See Exhibit B”
- D.08 Financial Proposal – “See Exhibit C”
- D.09 Alternate Contract Term - “See Exhibit D”
- D.10. Map of Harper College Main Campus – “See Exhibit E”.

## STATEMENT OF WORK

### COLLEGE BACKGROUND

William Rainey Harper College is one of forty-eight (48) community colleges in the State of Illinois that make up the Illinois Community College System. Harper College's credit full-time equivalent (FTE) including CE reimbursement enrollment for FY 14 was 21,116.30.

Harper is a comprehensive community college which offers transfer curriculum, occupational training, adult enrichment classes and a variety of other community services. The College offers certificates and associate degrees in a wide range of program areas.

The College district is located in the northwest suburbs of Chicago. The 200-acre campus is located in Palatine, with extension facilities at the Learning and Career Center in Prospect Heights and the Harper Professional Center in Schaumburg. Further information about Harper College can be found on its website.

### SCOPE OF WORK

William Rainey Harper College seeks proposals for cold beverage pouring rights for its Palatine campus, and two extension sites in Prospect Heights and Schaumburg. Pouring rights refers to the exclusive right to designate the brand of beverages to be served, sold, vended, dispensed or otherwise made available on campus by the college. The College reserves the right to select soft drink beverages for select special campus events, Foundation events, external conferences, and at the licensed Starbucks store.

The purpose of this request for proposal is to select a single vendor, and award a term contract. The term of the contract will be for five years, with an option to renew for (2) one year renewals. Initial contract term will begin on or around from July 1, 2017 – June 30, 2022.

As an alternate, provide pricing if the renewal option is for an additional five year term. The term of the contract will be for five years, with an option to renew and additional five year term. Initial contract term will begin on or around July 1, 2017 – June 30, 2022.

In support of its financial and operational objectives, each respondent shall provide a detailed exclusive beverage pouring rights plan.

The plan should identify specific sales and revenue objectives for each product and distribution method (retail and vending). Respondents are invited to submit projections based on current information and potential volume increases.

The partnership plan represents an opportunity for each respondent to provide examples of its innovation, alternative distribution strategies, operational opportunities, marketing proposals, and understanding of Harper College vending program.

The plan should clearly measure anticipated benefits to Harper College in the form of potential up front signing bonus payment, annual payments, ongoing compensation in the form of periodic rebates, volume incentives, etc.

The College will also review proposals that provide improved, enhanced, or innovative solutions or approaches in addition to what has been requested.

Offers will be evaluated based on the vendors' distinctive plan for performing the requirements of the request for proposal. The vendor should present a written narrative, which demonstrates the method, or manner in which the vendor proposes to satisfy the requirements under the Scope of Work.

All campus dining and food service operations are managed by Sodexo America, LLC. All vending machines, including cold beverage vending machines are filled and serviced by Sodexo Convenience Solutions. This request for proposal includes beverage pouring rights only, and does not include filling and servicing vending machines.

## EXHIBIT A

### Vending Machine Types and Locations

<u>LOCATION</u>	<u>TYPE OF MACHINE</u>	<u>TOTAL</u>
<b>Main Campus</b>		
Building A, Level 1	Bev/Max Glass Front	1
Building A, Level 2	Stack Vendor (8 button)	2
	Bev/Max Glass Front	2
Building A, Level 3	Stack Vendor (12 button)	1
Building B, Level 1	Stack Vendor (12 button)	1
Building C, Level 1	Stack vendor (12 Button)	1
Building D, Level 1	Bev/Max Glass Front	1
Building E, Level 1	Bev/Max Glass Front	1
Building H, Level 1	Bev/Max Glass Front	1
Building H, Level 2	Bev/Max Glass Front	1
	Stack Vendor (9 Button)	1
Building I, Level 1	Stack Vendor (8 button)	1
Building J, Level 1 West	Stack Vendor (6 button)	1
Building J, Level 1 East	Bev/Max Glass Front	2
	Stack Vendor (8 button)	1
Building J, Level 2	Stack Vendor (6 button)	1
Building L, Level 1	Stack Vendor (12 Button))	1
Building L, Level 2	Bev/Max Glass Front	2
	Stack vendor (8 button)	2
Building L, Level 3	Bev/Max Glass Front	1
	Stack Vendor (12 button)	1
Building M, Level 2 (Closed – reopen Fall 2018)	Bev/Max Glass Front	1
	Stack Vendor (12 button)	1
Building W, Level 1	Bev/Max Glass Front	1

## EXHIBIT A (con't)

### Main Campus (continued)

Building W, Level 3	Stack Vendor (7 button)	1
Building X, Level 1	Stack Vendor (8 button)	1
Building X, Level 2	Stack Vendor (9 button)	1
Building Z, Level 1	Bev/Max Glass Front	1
<b>TOTAL VENDING MACHINES MAIN CAMPUS:</b>		<b>33</b>
Schaumburg Campus	Stack Vendor (9 button)	1
Prospect Heights Campus	Stack Vendor (9 button)	1
<b>Total Vending Machines All Campuses</b>	<b>35</b>	

### Food Service Equipment

Countertop beverage cooler	2
Medium sized beverage cooler (36" to 48" height), single door	2
Standard 2 door beverage cooler	6
Fountain Dispensers with flavor boosters – 8 heads	2
Fountain Dispenser – 8 head	1
Harper College's Academic Culinary, Food Service and Hospitality programs	
Beverage coolers	1

## EXHIBIT B

### Estimated Beverage Sales

Estimated beverage sales based on food service locations.

Food Service Locations (2016) Usage on Bag-in-Box (BIB) 3 and 5 Gallon combined is for 110 boxes

Case Sales from Dining Services

11oz./ 325ml	1
12oz./ 355ml	767
13.7oz.	367
14oz./ 414ml	70
15.2oz./ 450ml	0
15.8oz./ 467ml	26
16.9oz./ 500ml	66
16oz./ 473ml	0
17oz./ 503ml	57
18.5oz./ 547ML	520
2.8oz./ 83ml	0
20oz./ 591ml	1,653
23.7oz./ 700ml	0
25.3oz./ 750ml	0
9.5oz./ 281ml	0
Can 11oz.	23
Can 12oz./ 355ml	123
Can 12P	331
Can 15oz./ 444ml	43
Can 16oz./ 473ml	394
Can 6.5 oz.	2

Bottled water, carbonated beverages, fortified waters, sport drinks, fruit juices, and cold teas. The estimated usage is around 80,867 bottles for vending machine sales.

**EXHIBIT C**

**Financial Proposal**

A. Upfront one-time Signing Bonus \$ \_\_\_\_\_

B. Additional Annual Per Case Royalty

• 12 oz. Cases \$ \_\_\_\_\_

• 16 oz. Cases \$ \_\_\_\_\_

• 20 oz. Cases \$ \_\_\_\_\_

C. Athletic Sponsorship consideration.

---

---

---

---

D. Other Royalties and consideration. May include but is not limited to (use separate sheet if necessary):

- Promotional products/giveaways
- Marketing promotions
- Banners, scoreboards, etc.
- Sustainability initiatives.
- Scholarships/internships
- Golf Outing/Event Sponsorship
- Soda company-named scholarships
- Homecoming / Student Events

---

---

Attach Wholesale Pricing Commitment

EXHIBIT D

Annual Sponsorship

5 Yr. Option

Year	Time Period	Amount	Execution of Agreement by parties
1	July 1, 2017 - June 30, 2018	\$ -	
2	July 1, 2018 - June 30, 2019	\$ -	
3	July 1, 2019 - June 30, 2020	\$ -	
4*	July 1, 2020 - June 30, 2021	\$ -	
5*	July 1, 2021 - June 30, 2022	\$ -	

5 Yr. with Option to renew for 5 Yrs.

Year	Time Period	Amount	Execution of Agreement by parties
1	July 1, 2017 - June 30, 2018	\$ -	
2	July 1, 2018 - June 30, 2019	\$ -	
3	July 1, 2019 - June 30, 2020	\$ -	
4	July 1, 2020 - June 30, 2021	\$ -	
5	July 1, 2021 - June 30, 2022	\$ -	
6*	July 1, 2022 - June 30, 2023	\$ -	
7*	July 1, 2023 - June 30, 2024	\$ -	
8*	July 1, 2024 - June 30, 2025	\$ -	
9*	July 1, 2025 - June 30, 2026	\$ -	
10*	July 1, 2026 - June 30, 2027	\$ -	

Notes:

- Designates Mutual Option Year "\*\*"
- Amount is the Annual Sponsorship
- Execution of agreement by both parties is the renewal start date



EXHIBIT E

Map of Harper College Main Campus



**REFERENCES FOR HARPER COLLEGE**

Per C.03.1 of General Information, list below current business references for whom you have performed work similar to that required by this RFP. *Please provide this information for each partner in a Joint Venture, and for all Sub-Respondents:*

Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

Complete this form and submit it with Form of Proposals.

Respondent's Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

**RETURN THIS PAGE ALONG WITH YOUR PROPOSALS**

TO: Harper College  
1200 W. Algonquin Road  
Palatine, IL 60067  
Attn: Purchasing Department

FROM: Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**AUTHORIZED NEGOTIATORS:**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

In submitting these Proposals, it is understood that Harper College reserves the right to reject any or all Proposals, to accept an alternate Proposals, and to waive any informalities in any Proposals.

In addition to this document, Respondents shall furnish, with the Proposals, all submittals as required herein.

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed.  
\_\_\_\_\_ Partnership: State full names, titles and addresses of all responsible principals  
and/or partners on attached sheet.  
\_\_\_\_\_ Corporation: State of Incorporation: \_\_\_\_\_

Please provide your Federal Employer Identification Number (F.E.I.N.): \_\_\_\_\_

Seal (affix seal below if applicable)

(List Name of Officers)

President \_\_\_\_\_  
Vice-President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Secretary

**CERTIFICATION OF COMPLIANCE**

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

\_\_\_\_\_  
Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain bidders, which are contained on the following pages of the bid documents.
3. That the undersigned knows of his own knowledge that the bidder is not disqualified from bidding under the aforesaid sections.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

SEAL

**Instructions: This is to be completely filled out and executed by the Chief Executive Officer or the bidder authorized to submit the certification.**

## DISQUALIFICATION OF CERTAIN BIDDERS

### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

HARPER COLLEGE, ILLINOIS  
TAX COMPLIANCE AFFIDAVIT

\_\_\_\_\_, being first duly sworn,

deposes and says: that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_.  
(Consultant)

The individual or entity making the foregoing Proposals or bid certifies that he is not barred from contracting with Harper College because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting such taxes, in accordance with the procedures established by the appropriate revenue act, The individual or entity making the Proposals or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, may have other serious legal consequences.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the bid

**HARPER COLLEGE, ILLINOIS  
ANTI-COLLUSION AFFIDAVIT AND CONSULTANT'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn,

deposes and says: that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_.  
(Consultant)

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

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

**Failure to complete and return this form may be considered sufficient reason for rejection of the bid.**

**CONFLICT OF INTEREST FORM**

\_\_\_\_\_, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

\_\_\_\_\_  
(Name of Proposer if the Proposer is an Individual)  
(Name of Partner if the Proposer is a Partnership)  
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal*