

Clerk's Contract and Agreement Cover Page

Year: 2011

Legistar File ID#: 2010-0673

Multi Year: ☒

Amount

~~\$0.00~~ Commission

Contract Type:

Services

Contractor's Name:

Dr Pepper Snapple Group

Contractor's AKA:

Execution Date:

1/31/2011

Termination Date:

1/31/2014

Renewal Date:

Department:

Administration/Village Manager

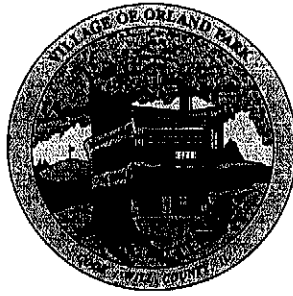
Originating Person:

Ellen Baer

Contract Description: Beverage Supply and Sponsorship

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

June 8, 2011

Mr. Jim Ullmer
Dr. Pepper Snapple Group
401 N. Railroad Ave. Ste C
Northlake, Illinois 60164

RE: *NOTICE TO PROCEED*
Beverage Supply and Sponsorship 2011-14

Dear Mr. Ullmer:

For your records, I have enclosed one (1) original executed contract dated January 31, 2011 for full service vending at 30% commission sharing with the Village plus an additional \$2.00 per case sold to be paid monthly to the Village. Additionally, Dr. Pepper Snapple Group will pay the Village \$7,500 due February 1st of each year of the contract. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Ellen Baer
Brad Langbehn

VILLAGE OF ORLAND PARK
Beverage Supply and Sponsorship
(Contract for Purchase of Goods and Services)

This Contract is made this 31st day of January, 2011 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Dr. Pepper Snapple Group (hereinafter referred to as the "VENDOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract
The Terms and Conditions pertaining to the Contract
The Request for Proposals
The Instructions to Proposers
The Proposal dated November 16, 2010 as it is responsive to the VILLAGE's RFP requirements (with price for 20 oz. CSD/DGSG modified per B. Langbehn)
All Certifications required by the VILLAGE
Certificates of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT: The VILLAGE agrees to purchase from the VENDOR the following:

Prices of Soft Drink

	Vending Machine Pricing	3rd Party Concessionaire
20oz CSD - DPSG Brands	\$1.50	\$16.25
20oz Deja Blue Water	\$1.25	\$ 9.50
20oz Allsport	\$1.50	\$14.50
20oz Snapple	\$1.50	\$20.85
17.5oz Venom Energy	\$2.00	\$30.00
Sunny Delight	\$1.50	\$12.00
5 gallon fountain	-	\$59.07
3 gallon fountain	-	\$36.52

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

Beverage vending sales and services at VILLAGE facilities as more fully described in the Request for Proposal document issued November 2, 2010 and the CONTRACTOR agrees to pay the VILLAGE at the following rates:

Full Service Vending at 30% commission and an additional \$2.00 per case sold to be paid to the Village on a monthly basis. Commission is based on pricing outlined above. All other varieties of beverages, that are mutually agreed upon by the VILLAGE and the CONTRACTOR to sell, including but not limited to the types and brands of beverages included in the proposal, will also be paid to the VILLAGE according to the 30% commission and the additional \$2.00 per case sold.

The CONTRACTOR will support the VILLAGE with a signing bonus of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars per year for the length of the agreement. These marketing funds will be paid to the VILLAGE by February 1st of each year of the agreement beginning in 2011. All funds are to be used at the discretion of the Village.

In addition, the CONTRACTOR agrees to comply with the following conditions:

1. Placement of new or like new round front vending machines with dollar bill validators as needed for Carbonated Soft Drinks (CSD), New Age Beverage and Sport Drinks to fill the needs of the VILLAGE.
2. Provide new or like new Visual Cooler(s) as mutually agreed upon to market Dr. Pepper/7-UP brands.
3. Provide promotional items such as t-shirts, hats, sports bottles, product, umbrellas, clocks and menu-boards at an estimated value of \$500 annually.
4. Provide post-mix equipment at no charge, to include all miscellaneous parts to fill the needs of the VILLAGE.
5. Provide any service calls at no charge.
6. Provide competitive pricing throughout the agreement.
7. Provide fourteen (14) days notice in the event of price increases. Price increases will occur when wholesale pricing is adjusted to all customers of the CONTRACTOR and may not occur more than once annually.
8. Provide a detailed Commission Journal for each vending machine that includes the beginning and ending readings, number of cases sold, commission amount per case and commission due. A Commission Journal shall accompany each monthly commission payment to the VILLAGE.
9. Provide beverages for purchase by the VILLAGE for special events to be invoiced per case, whereby, each case's price shall reflect a \$2 per case discount.

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The VENDOR shall deliver the GOODS in a timely manner as required by the VILLAGE. The term of this contract shall be three (3) years, expiring on January 31, 2014, with the option to renew annually for two (2) additional one-year terms, unless either party at its sole discretion, notifies the other party in writing, (30) days prior to the expiration date, that it does not wish to renew the contract. This Contract may be terminated by either PARTY for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit

of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the VENDOR:
Brad Langbehn
Dr Pepper Snapple Group
15230 S. Halsted
Harvey, Illinois 60462
Telephone: 708-225-3019
Cell Phone: 219-309-6892
e-mail: brad.langbehn@dpsg.com

Or
Jim Ullmer
Dr Pepper Snapple Group
401 N. Railroad Avenue Suite C
Northlake, IL 60164
Telephone: 708-947-5013
Fax: 708-562-0071
Email: jim.ullmer@dpsg.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 11: COMPLIANCE: VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 12: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

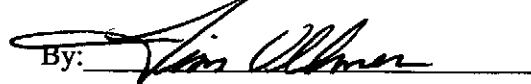
SECTION 13: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE
By: 
Print Name: Paul G. Grimes
Village Manager
Its: Village Manager
Date: 6/6/11

FOR: THE VENDOR
By: 
Print Name: Jim Ullmer
Regional Cold Drink Manager
Its: Regional Cold Drink Manager
Date: 5/11/2011

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*)

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

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

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY)
5/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

CONTACT
NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Insurance Company of the State of PA 19429

INSURER B: Commerce and Industry Insurance Company 19410

INSURER C: Liberty Insurance Underwriters Inc 19917

INSURER D: See Attached

INSURER E:

INSURER F:

INSURED Dr Pepper Snapple Group Inc.
1331387 5301 Legacy Drive
Plano TX 75024

COVERAGES DRPEP03 LM CERTIFICATE NUMBER: 11282318

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	7146236	4/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
A B A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	9727022 (AOS) 9727023 (MA) 9727024 (VA)	4/1/2010 4/1/2010 4/1/2010	10/1/2011 10/1/2011 10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	N	N	LQ1B71211784029	4/1/2010	10/1/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	See Attached	4/1/2011	10/1/2011	☒ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Orland Park is an additional insured, as per written agreement, but only with respect to liability arising out of named insured's operations and/or use of covered "auto". Waiver of Subrogation applies as per written agreement. Coverage under the General Liability policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

CERTIFICATE HOLDER

CANCELLATION See Attachment

11282318

Village of Orland Park
14700 South Ravina Ave
Orland Park IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WORKER'S COMPENSATION POLICIES

All Other States

Policy Number: 061967417

Insurer: New Hampshire Ins Co.

California

Policy Number: 020342458

Insurer: New Hampshire Ins Co.

Florida

Policy Number: 061967418

Insurer: New Hampshire Ins Co.

Oregon

Policy Number: 061967419

Insurer: New Hampshire Ins Co.

Texas

Policy Number: 061967420

Insurer: New Hampshire Ins Co.

North Dakota, New York, Washington, West Virginia, Wyoming

Policy Number: 061967416

Insurer: New Hampshire Ins Co.

Ohio

Policy Number: 1192385

Insurer: Illinois National Ins Co.

PROPOSAL SUMMARY SHEET

Beverage Supply and Sponsorship RFP

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Dr Pepper Snapple Group
Street Address: 401 N RAILROAD AVE. STE C
City, State, Zip: Northlake IL 60164
Contact Name: Jim Ullmer
Phone: 708-947-5013 Fax: 708-562-0071
E-Mail address: Jim.Ullmer@dpsg.com
FEIN#: 36-4223626

Completed:

- ☒ Required Narratives #1-11 including Sponsorship and Commission Descriptions
- ☒ Section II Required Forms (8)
 - ☒ Proposal Summary Sheet
 - ☒ Business Organization
 - ☒ Certificate of Eligibility to Enter into Public Contracts
 - ☒ Sexual Harassment Policy
 - ☒ Equal Employment Opportunity
 - ☒ Tax Certification
 - ☒ References
 - ☒ Insurance Requirements
- ☒ Section III Required Forms
 - ☒ SCHEDULE A – Prices of Soft Drink Beverages
 - ☒ SCHEDULE B – Additional Specifications

Signature of Authorized Signee: Jim Ullmer

Title: REGIONAL Cold Drink Manager

Date: Nov. 16th, 2010

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

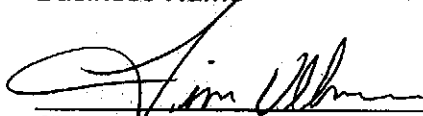
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

✓ _____ Corporation: State of incorporation: DELAWARE
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Dr Pepper Snapple Group (Corporate Seal)
Business Name

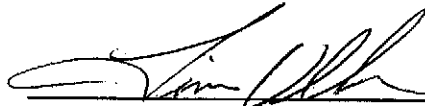
 Tim ULLMER
Signature Print or type name

REGIONAL Cold Drink Manager Nov 16th, 2010
Title Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

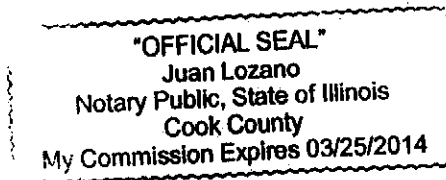
IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, Jim Ullman, being first duly sworn certify
and say that I am REGIONAL Cold Drink MANAGER
(insert "sole owner," "partner," "president," or other proper title)
of Dr Pepper Snapple Group, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 16 Day
of Nov, 2000.


Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Jim Miller, having submitted a proposal for
Dr Pepper Snapple Group (Name of Contractor) for
Beverage Services (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before
me this 16 day of November, 2010

"OFFICIAL SEAL"
Juan Lozano
Notary Public, State of Illinois
Cook County
My Commission Expires 03/25/2014

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment

Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

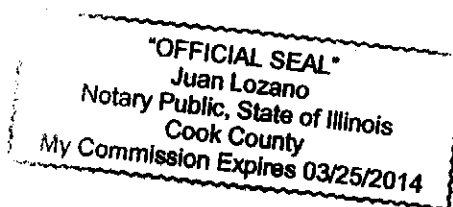
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY:  _____

DATE: 11-16-10

Subscribed and Sworn to
Before me this 16
Day of Nov, 2010



TAX CERTIFICATION

I, Amir Ulman, having been first duly sworn depose and state as follows:

I, Amir Ulman, am the duly authorized agent for Dr Pepper Snapple Group, which has submitted a proposal to the Village of Orland Park for

Beverage SERVICES and I hereby certify
(Name of Project)

that Dr Pepper Snapple Group is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]
Title: Region Manager

Subscribed and Sworn to
Before me this 16
Day of NOV, 2010

"OFFICIAL SEAL"
Juan Lozano
Notary Public, State of Illinois
Cook County
My Commission Expires 03/25/2014

REFERENCES

Address	Contact/Phone
Naperville School district 203 203 W. Hillside Ave Naperville IL 60540	Melody Ellington Dir. Business Services (630)420-6538
Joliet Park District 3000 Jefferson Street Joliet, IL 60435	Mr. Dominic Egizio - ext. 102 Director Of Parks/Recreation (815) 741-7275
Medinah Park District 22 w 130 Thorndale Ave Medinah, IL 60157	Tom Connolly Director Of Parks/Recreation (630)893-2560
St Charles Park District 101 South Second Street St Charles, IL 60174	Erica Young Marketing Manager (630)513-4319
Loyola University/Chicago Water Tower Campus - 820 N. Michigan Chicago, IL 60611	Mr. Tim Guriman VP Finance & Treasurer (312) 915-7798
Chicago Public Schools 125 S. Clark St., 16th Floor Chicago, IL	Ms. Louise Essain Manager, Food Service (773) 553-2833
Bolingbrook Park District 201 Recreation Dr Bolingbrook, IL 60440	Sue Hoster-Suggs Superintendent of Business (630)739-0272
West Chicago Park District 157 W Washington West Chicago, IL 60185	Gary Major Executive Director (630)231-2352
Homewood-Flossmoor Park District 18900 S. Kedzie Ave Flossmoor IL 60422	Doug Boehm Superintendent (708) 957-0280

Proposer's Name & Title:

Tim Yellman - Region Cold Drink Manager

Signature and Date:

Tim Yellman 11-16-10

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

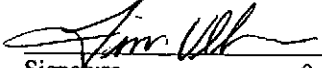
\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 16TH DAY OF November, 2010


Signature
Tim Wilmer - Region Gold Drink
Printed Name & Title manager

Authorized to execute agreements for:

Dr Pepper Snapple Group
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

4/1/2011

DATE (MM/DD/YYYY)
4/2/2010

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED The American Bottling Company 1322484 5301 Legacy Drive Plano TX 75024		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Insurance Company of the State of PA	19429
		INSURER B: Commerce and Industry Insurance Company	19410
		INSURER C: Liberty Insurance Underwriters Inc	19917
		INSURER D: See Attached	
		INSURER E:	

COVERAGES DRPEP03 LM

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	7146236	4/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	9727022 (AOS) 9727023 (MA) 9727024 (VA)	4/1/2010 4/1/2010 4/1/2010	10/1/2011 10/1/2011 10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
C		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ UMBRELLA FORM RETENTION \$	LQIB71211784029	4/1/2010	10/1/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N ☒ N	See Attached	4/1/2010	4/1/2011	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
For Information Purpose Only.

CERTIFICATE HOLDER

10843041

To Whom It May Concern
5301 Legacy Drive
Plano TX 75024

CANCELLATION [DPSGWC]

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD
For questions regarding this certificate, contact the number listed in the "Producer" section above and specify the client code "DRPEP03".

III – ADDITIONAL INFORMATION

SCHEDULE A PRICES OF SOFT DRINK BEVERAGES

(Please make additional copies as needed)

② For ENTIRE LIST of BRANDS AVAILABLE see Attached Marketing Presentation

Beverage Name		
1. * CSD-20oz DSPG Brands	\$1.50	\$19.50 / 24CT Case
2. * Deja Blue Water-20oz	\$1.25	\$9.50 / 24CT Case
3. Allsport 20oz	\$1.50	\$14.50 / 24CT Case
4. Snapple 20oz	\$1.50	\$20.75 / 24CT Case
5. VENOM Energy Drink 17.5oz	2.00	\$30.00 / 24CT Case
6. Sunny Delight	\$1.50	\$12.00 / 12CT Case
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

(+) Brands and package formats subject to availability and change during the Term.

(*) Please identify any Concessionaire rebates or discounts offered on Schedule B – Additional Specifications
Proposers may use additional materials to supplement the above information

SCHEDULE B ADDITIONAL SPECIFICATIONS

In addition to the Sponsorship Fee and the percentage commission from Vending Machines, the Proposer agrees to offer and comply with the following conditions:

1. Placement of new or like new round front vending machines with dollar bill validators as needed in the following locations:

The number in parentheses indicates the current quantity of machines at that location. Please specify the number of machines included in your proposal.

Village Hall (2) _____	Franklin Loebe Center (4) _____	Sportsplex (9) _____
John Humphrey Complex (2) _____	Centennial Park Complex (4) _____	Centennial Pool (3) _____
Old Village Hall (1) _____	Cultural Center (2) _____	Public Works (1) _____
Police Department (2) _____	Civic Center (1) _____	
14600 Ravinia Ave (2) _____	Park Maintenance Building (1) _____	

2. Provide post-mix equipment at no charge, to include all miscellaneous parts at the following locations:

The number in parentheses indicates the current quantity of machines at that location. Please specify the number of machines included in your proposal.

Centennial Park Pool (1) _____ Centennial Park Complex (1) _____ John Humphrey Complex (1) _____

3. Provide any service calls at no charge.
4. Provide competitive pricing throughout the agreement. Third Party Concessionaire Pricing: Rebates or Discounts should be noted here:

Discounts per case and Rebates Noted on attached
presentations.

Proposer will provide thirty (30) days notice in the event of price increases. Price increases will occur when wholesale pricing is adjusted to all customers of the CONTRACTOR and may not occur more than once annually.

5. Proposer must provide a detailed Commission Journal for each vending machine that includes the beginning and ending readings, number of cases sold, commission amount per case and commission due. A Commission Journal shall accompany each monthly commission payment to the VILLAGE.
6. Provide beverages for purchase by the VILLAGE, for special events, to be invoiced per case, whereby each case's price shall reflect a \$ Variable per case discount.
See Attached.

Other Offerings: All other specific event-oriented initiatives or sponsorship benefits that might positively impact customer experience or attendance at Village facilities (Sportsplex/Centennial Park Aquatic Center) or events should be described in a narrative and included in the proposal.

ACKNOWLEDGED AND AGREED TO:

BY: [Signature] DATE: 11/16/10

Beverage Proposal for Orland Park District



Contact: Jim Ulmer
Region Central Manager
(708) 947-5000
jim.ulmer@pepsico.com

 **DR PEPPER**
SNAPPLE GROUP

Company Background

Dr Pepper Snapple Group - Midwest Division Reputation and Experience:

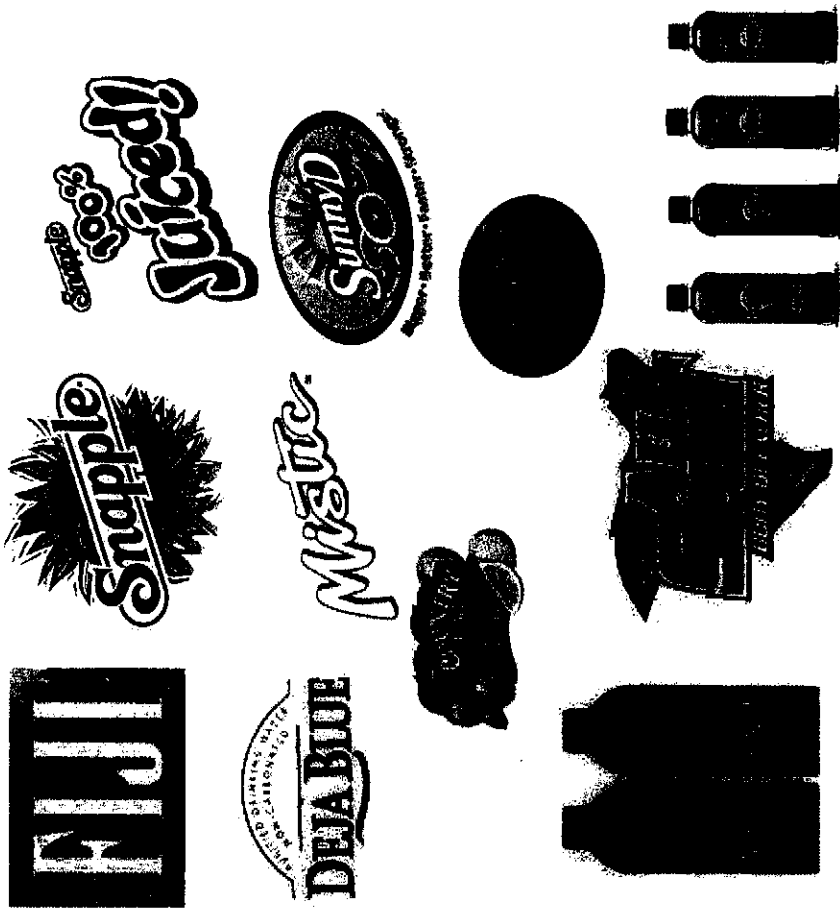
- DPS is the #1 Independent Soft Drink and Non-Alcoholic Beverage bottler in America offering the #1 or #2 brand in almost every flavor category.
- DPS has over \$1 billion in annual sales in the Midwest Division.
- DPS conducts business in 17 Midwest States with four production facilities and 81 distribution centers selling over 160,000,000 cases of Soft Drinks and other Non-Carbonated beverages to Supermarkets, Convenience Stores, Offices, Schools, Restaurants, Park Districts, etc.
- DPS employs over 4,000 people in local communities across the Midwest.
- DPS will provide beverage services to Bartlett Park District from our Northlake, IL Sales and Distribution Center.

Beverage Brands

Carbonated Soft Drinks

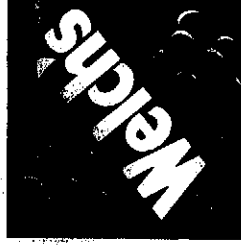
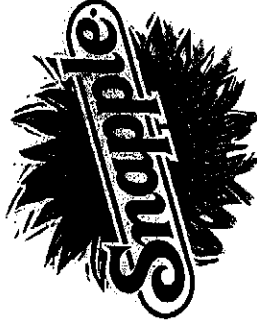
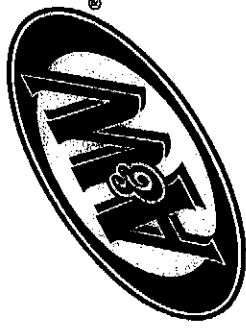
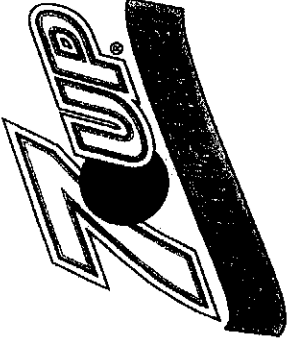


New Age Beverages



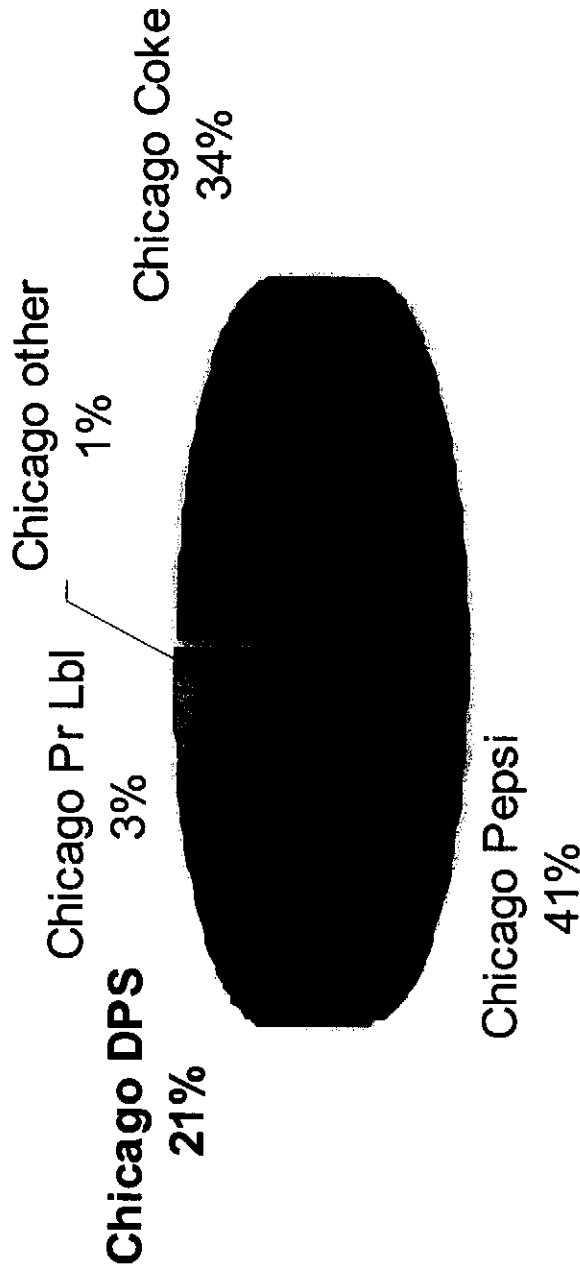
The Flavor Story

These Dr Pepper Snapple Group - Midwest Division flavors are #1 in their categories.



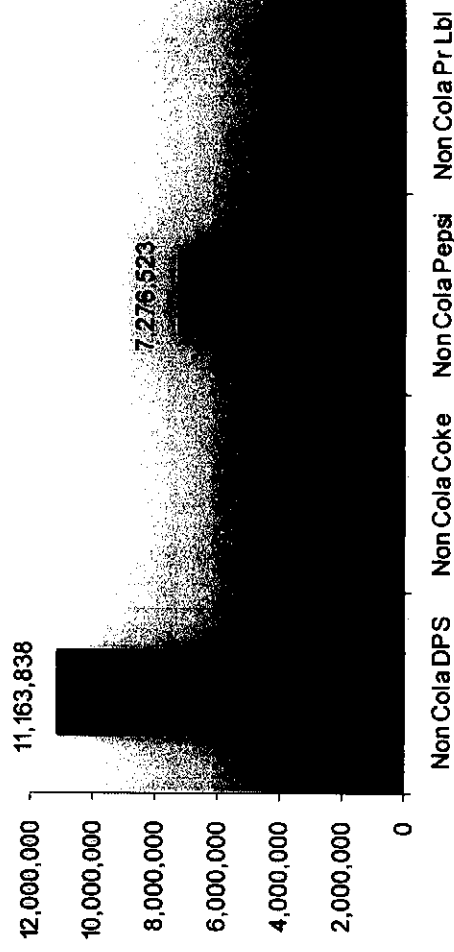
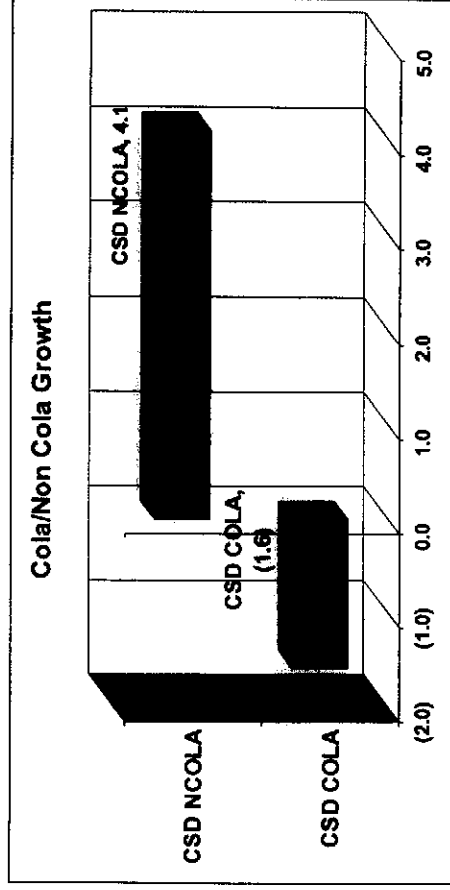
AC Nielsen Summary: Chicago Top-Line Share by Bottler

Bottler Share of Carbonated Soft Drink Volume



- Overall CSD Volume only growing slightly, 0.7%.
- **DPSG GROWS 5.0% and GAINS 1.5 share points.**
- Coke volume declines significantly in 2009, 3.4%.
- Pepsi volume grows slightly 1.3%, **driven entirely by Crush flavors, a DPSG brand.**
- Consumers look for value as private label grows at 8.2%.

AC Nielsen Summary: Chicago Non-Cola Share of Business



- Cola volume continues to decline while Non-Cola volume continues to GROW year after year! Consumers are looking for VARIETY and VALUE!!

- With Non-Cola continuing to steal share from Colas, DPS dominates the Non-Cola Brands/Category with more than 2.5X volume of Coke and as big Coke/Pepsi Combined!



The Flavor Champions - #1 in Chicago!

2009 CARBONATED SOFT DRINKS A.C. NIELSON RANKINGS

YTD THRU WEEK ENDING 12/26/09

CHICAGO \$2 MM

	Pepper	Lemon-Lime	Root Beer	Orange	Grape	Strawberry	Grapefruit	Ginger Ale	Citrus
Volume Share	47.7% -1%	42.0% 8%	53.9% -3%	31.4% 3%	9.3% 100%	16.3% 180%	51.8% -4%	73.3% -1%	
Value Share	45.0% -4%	30.2% -4%	24.9% -2%	17.9% 5%	9.3% 100%	5.8% -1%	24.1% -8%	1.3%	
Volume Share	3.3% 16%	23.1% -7%	10.9% -10%	17.9% 5%	9.3% 100%	5.8% -1%	0%	18.5% -2%	-38%

- DPSG leads in 8 of 10 Flavor Beverage categories (Canada Dry is DPSG brand distributed by CCE in Chicago, Crush by PAS)
- Highlighted brands are DPS owned brands!



2010 Media Support



- Dr Pepper has **more TV advertising** in 2010, including Dr Pepper's first ever TV commercial during the Super Bowl with KISS and Cherry Dr Pepper.
- Dr Pepper and 7up have **17% more radio media** in Chicago in 2010 vs. 2009.
- Dr Pepper has **6 months of outdoor billboard support** blanketing Chicago.
- Dr Pepper also has **almost \$200,000 in Dr Pepper Hispanic TV advertising!**

MORE DEMAND IS BEING CREATED FOR OUR BRANDS!!



Profits from Full Service Vending Machines - Confidential

Machine	Vend Price	Commission per Case	Case Volume	% Volume	Annual Commission
20 oz. Bottle C.S.D./ 30% comm rate	\$1.50	\$9.88	1,000	56%	\$9,880.00
20 oz. Deja Blue Bottle Water (30%)	\$1.25	\$8.24	400	23%	\$3,296.00
20 oz. Bottle Allsport (30%)	\$1.50	\$9.88	175	10%	\$1,729.00
17.5oz. Venom Energy Cans (30%)	\$2.00	\$13.18	50	3%	\$659.00
20 oz. Bottle Snapple Tea/Juice (30%)	\$1.50	\$9.88	150	8%	\$1,482.00
Total			1,775	100%	\$17,046.00
Average commission per case = \$9.60					

Profits from Food Service/Concessions – Confidential

Package/Bottles	Gross Selling Price		Per Case		Profit	Volume %	Volume	Gross Profit
	Per Unit	Per Case	Cost	Per Case				
20 oz. C.S.D.*	\$1.50	\$36.000	\$19.50	\$16.500		30%	300	\$4,950.000
20 oz. Deja Blue Water	\$1.50	\$36.000	\$9.50	\$26.500		45%	450	\$11,925.000
20 oz. Snapple	\$1.50	\$36.000	\$20.85	\$15.150		5%	50	\$757.500
20 oz. Allsport	\$1.50	\$36.000	\$14.50	\$21.500		20%	200	\$4,300.000
Total						100%	1,000	
Total Annual Potential Profit:								\$21,932.500
* Carbonated Soft Drinks								
Based on 1,000 cases annually.								
Years for Potential Profit:							5	\$109,662.500

* Carbonated Soft Drinks

Based on 1,000 cases annually.

Exclusive Beverage Supplier Marketing

- Dr Pepper Snapple Group will provide a marketing fund of \$2.00 per case sold throughout Orland Park District , in addition to the 30% commission per case!
- The Dr Pepper Snapple Group also agrees to assist as in past with the set up & fill of loaner coolers for the TASTE of ORLAND annual event.

Financial Summary for Orland Park District Confidential

Financial Recap

<i>Description</i>	<i>Year One</i>	<i>Year Two</i>	<i>Year Three</i>	<i>Year Four</i>	<i>Year Five</i>	<i>Total Five Years</i>
2. Full Service Vending Commissions	\$17,046.00	\$17,046.00	\$17,046.00	\$17,046.00	\$17,046.00	\$85,230
2. Profit for Concessions	\$21,932.50	\$21,932.50	\$21,932.50	\$21,932.50	\$21,932.50	\$109,663
Signing Bonus (Annual Up Front Payments)	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$37,500
3. Volume Marketing Funds (\$2.00 case)	\$5,550	\$5,550	\$5,550	\$5,550	\$5,550	\$27,750
Promotional Items (T-Shirts,Hats,Umbrellas,Product))	\$500	\$500	\$500	\$500	\$500	\$2,500
Total Value	\$52,529	\$52,529	\$52,529	\$52,529	\$52,529	\$262,643

All marketing payments pending final approval review by DPSG legal.

Carbonated Soft Drinks – Product Listing/Availability

24/12oz. - Cans	24/12oz. - Plastic Bottles	24/10oz. - Glass Bottles	8 1/2 Liter - Plastic Bottles
7 UP Natural	A&W Cream Soda	7 UP	A&W Cream Soda
A&W Cream Soda	A&W Root Beer	Schwepes Bitter Lemon	A&W Root Beer
A&W Root Beer	Big Red	Schwepes Club Soda	Big Red
Big Red	Cherry 7 UP	Schwepes Diet Tonic	Canfield's 50/50
Canfield's 50/50	Cherry Vanilla Dr Pepper	Schwepes Ginger Ale	Canfield's Citrus Seltzer
Canfield's Diet Chocolate Fudge	Cherry Dr Pepper	Schwepes Salt Free Seltzer	Canfield's Lemon Seltzer
Canfield's Lemon Seltzer	Country Time Lemonade	Schwepes Tonic	Canfield's Lime Seltzer
Canfield's Lime Seltzer	Country Time Pink Lemonade		Canfield's Raspberry Seltzer
Canfield's Raspberry Seltzer	Diet 7 UP		Canfield's Seltzer
Canfield's Seltzer	Diet A&W Root Beer		Cherry 7 UP
Cherry 7 UP	Diet Berries & Cream		Cherry Vanilla Dr Pepper
Cherry Vanilla Dr Pepper	Diet Cherry Vanilla Dr Pepper		Cherry Dr Pepper
Country Time Lemonade	Diet Dr Pepper		Country Time Lemonade
Country Time Light	Diet Rite Cherry		Country Time Lemonade
Country Time Pink Lemonade	Diet Rite Cola		Diet 7 UP
Diet 7 UP	Diet Rite Orange		Diet A&W Root Beer
Diet A&W Cream Soda	Dr Pepper		Diet Berries & Cream
Diet A&W Root Beer	RC Cola		Diet Cherry Vanilla Dr Pepper
Diet Caffeine Free Dr Pepper	Ruby Red Squirt		Diet Dr Pepper
Diet Cherry 7 UP	Schwepes Ginger Ale		Diet Rite Cola
Diet Cherry Vanilla Dr Pepper	Squirt		Dr Pepper
Diet RC Cola	Sundrop		RC Cola
Diet Rite Black Cherry	Sunkist Cherry Limeade		Schwepes Club Soda
Diet Rite Cherry	Sunkist Orange		Schwepes Diet Tonic
Diet Rite Cola	Tahitian Treat Fruit Punch		Schwepes Ginger Ale
Diet Rite Red Raspberry	Welch's Grape		Schwepes Seltzer
Diet Rite Tangerine			Schwepes Tonic
Diet Rite White Grape			Squirt
Diet Squirt			Sunkist Orange
Diet Sunkist Orange			
Diet Vernors			
Dr Pepper			
Dr Pepper Berries & Cream			
RC Cola			
Ruby Red Squirt			
Schwepes Ginger Ale			
Squirt			
Sundrop			
Sunkist Cherry Limeade			
Sunkist Orange			
Tahitian Treat Fruit Punch			
Vernors			
Welch's Grape			
24/ 5ltr Glass Bottles			
Penafiel-Strawberry			
Penafiel-Mandarin			
Penafiel-Mineral Water			



New Age Beverages Product Listing/Availability

SNAPPLE 100% JUICED 24/11.5oz. Cans

Fruit Punch

Grape

Green Apple

Melon Berry

Orange Mango

Strawberry Lime



SNAPPLE

24/16oz. Glass Bottles

Diet Cranberry Raspberry

Diet Lemon Iced Tea

Diet Peach Tea

Diet Raspberry Tea

Fruit Punch

Grapeade

Kiwi Strawberry

Lemon Iced Tea

Lemonade

Mango Madness

Peach Iced Tea

Pomegranate Raspberry

Raspberry Tea

Snapple Apple



MISTIC JUICES

12/16oz Glass Bottles

Mango Carrot Juice

Orange Carrot Juice

Orange Manago Juice

Strawberry Banana Juice



MISTIC TROPICALS

26/16oz Glass Bottles

Grape Strawberry

Kiwi Strawberry

Lotta Colada

Tropical Fruit Punch

Watermelon Kiwi



SNAPPLE

24/20oz Plastic Bottles

Diet Peach Tea

Fruit Punch

Kiwi Strawberry

Lemon Tea

Mango Madness

Peach Tea



YOO HOO

24/11.5oz Chocolate - Cans

24/16oz Chocolate - Glass Bottles



ALLSPORT 20 OZ

Fruit Punch

Lemon Lime

Blue Raz Ice

Orange

Grape



ENERGY DRINKS

24/16oz Cans

Red Jak

Red Jak Low Carb



Venom 16.9oz Aluminum resealable

Black Mamba

Mojave Rattler-Low Carb

Death Adder (Fruit Punch)

Killer Talpan (Mango)



DEJA BLUE (Purified Water)

24/12 oz. - Plastic Bottles

24/20 oz. - Plastic Bottles

24/15 Liter - Plastic Bottles

15/1 Liter - Plastic Bottles



FIJI (Natural Artesian Water)

Plastic Bottles

24/15 Liter Loose

12/1 Liter Loose

4-9/11.5 oz



HYDRIVE-Energy Water

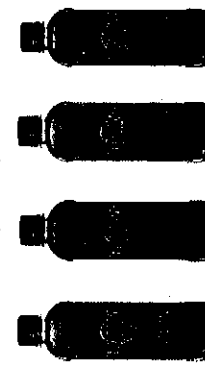
24/15.5oz Citrus Burst (Vitamin)

24/15.5oz Triple Berry (Antiox)

24/15.5oz Lemon Lime (Endurance)

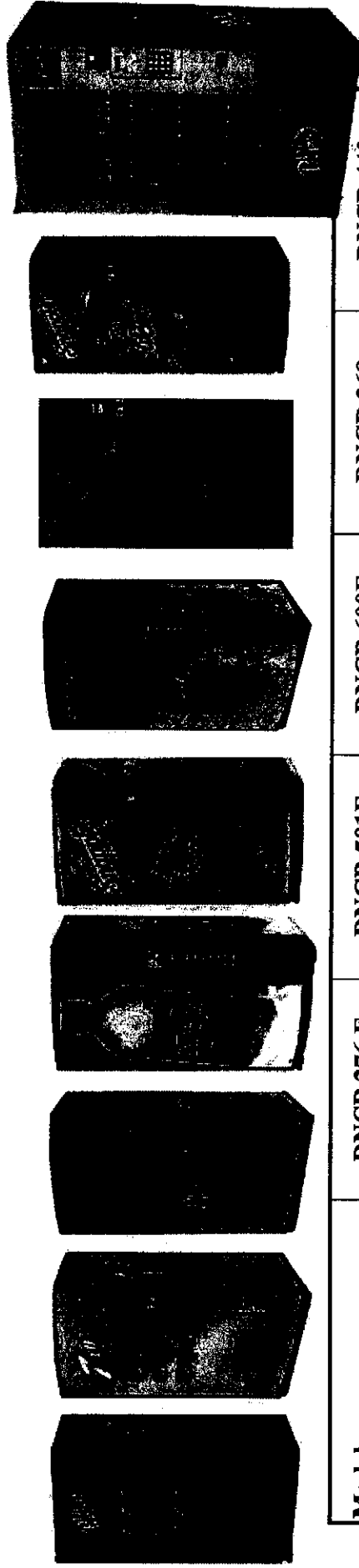
24/15.5oz Blue Rasp (Strength)

24/15.5oz Grape (Awake)



Vending Equipment Options for Orland Park District

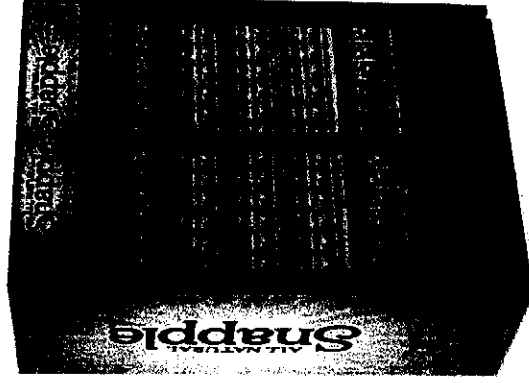
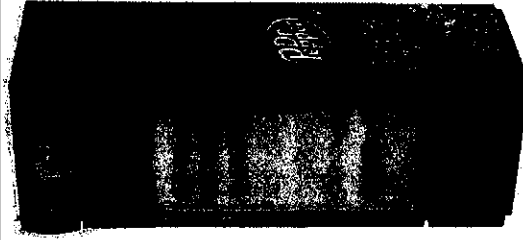
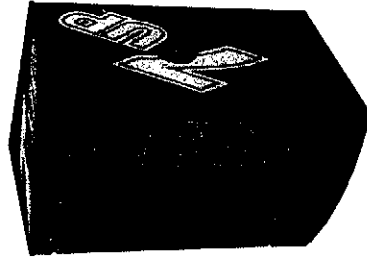
Equipment Variety Creates Excitement = \$



Model	DNCB 276 E	DNCB 501E	DNCB 600E	DNCB 368	DNCB 440
Dimensions	72" x 28" x 34.5"	72" x 37" x 35"	79" x 37" x 35"	72" x 37" x 29"	79" x 37" x 29"
Columns/Selections	7/7	9/9	9/9	8/8	8/8
Total Capacity - 12oz can	336	471	561	372	448
Total Capacity - 20oz PET	196	276	336	N/A	N/A

Having the right equipment stimulates impulse sales.

Creative Visual Cooler Options for Orland Park District



Counter Top GDM 7 Double Door GDM 14RF Single Door GDM 12 Tall Single Door GDM 27 Tall Double Door GDM 37

Typical size

Model	GDM 7	GDM 12	GDM 26	GDM 14RF	GDM 37	GDM 45
Type	Countertop	*Single Door	*Single Door	*Double Door	*Double Door	*Double Door
Dimensions	24" x 24 ^{5/16} " x 38 ^{1/8} "	24 ^{13/16} " x 23" x 62"	30 ^{1/4} " x 29 ^{1/2} " x 78 ^{1/4} "	30" x 29 ^{3/8} " x 58 ^{1/4} "	43 ^{1/2} " x 29 ^{1/2} " x 78 ^{1/4} "	51" x 29 ^{1/2} " x 78 ^{1/4} "
Shelves	2	3	4	4	8	8
Total Capacity	112 (20-oz. bottles)	168 (20-oz. bottles)	360 (20-oz. bottles)	252 (20-oz. bottles)	480 (20-oz. bottles)	620 (20-oz. bottles)
AMPS	4.5	5.0	7.8	5.8	8.9	9.2
Weight	N/A	N/A	N/A	N/A	N/A	N/A
Ice Storage Capacity	N/A	N/A	N/A	N/A	N/A	N/A

*Casters available for single door and double door coolers.

Beverage Equipment Information

Cold Drink Merchandisers:

- Dr Pepper Snapple Group will supply state of the art vending machines and single or double door coolers on an as-needed, loaner basis.
- All equipment will be new or like new with national brand identification for superior merchandising capability.
- **Includes installation, service repairs, updating or removal of pieces of equipment.**
- 100% of equipment would market Dr Pepper Snapple Group brands.

Equipment Services:

Repair service to all Dr Pepper Snapple Group provided equipment will be on a no charge basis five days per week. Service response is within a 24-hour period.

Grow With DPSG

- DPS Brands are **growing** and **gaining share** in the market!
- Non-colas and flavors are growing, and **DPS dominates the non-colas.**
- **Pepsi and Coke** colas and flavors are **DECLINING!**
- DPS is **INVESTING** back in the market with incremental media spends!
- DPS has the **best service in Chicago!**

References

Confidential

Account	Contact/Phone
Naperville School district 203 203 W. Hillside Ave Naperville IL 60540	Melody Ellington Dir. Business Services (630)420-6538
Joliet Park District 3000 Jefferson Street Joliet, IL 60435	Mr. Dominic Egizio - ext. 102 Director Of Parks/Recreation (815) 741-7275
Medinah Park District 22 w 130 Thorndale Ave Medinah , IL 60157	Tom Connolly Director Of Parks/Recreation (630)893-2560
St Charles Park District 101 South Second Street St Charles , IL 60174	Erica Young Marketing Manager (630)513-4319
Loyola University/Chicago Water Tower Campus - 820 N. Michigan Chicago, IL 60611	Mr. Tim Guriman VP Finance & Treasurer (312) 915-7798
Chicago Public Schools 125 S. Clark St., 16th Floor Chicago, IL	Ms. Louise Essain Manager, Food Service (773) 553-2833
Bolingbrook Park District 201 Recreation Dr Bolingbrook , IL 60440	Sue Hoster-Suggs Superintendent of Business (630)739-0272
West Chicago Park District 157 W Washington West Chicago, IL 60185	Gary Major Executive Director (630)231-2352
Homewood-Flossmoor Park District 18900 S. Kedzie Ave Flossmoor IL 60422	Doug Boehm Superintendent (708) 957-0280