

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0743

Innoprise Contract #: C14-0012

Year: 2014-17

Amount:

Department: VMO/Finance - Ellen Baer

Contract Type: Goods and Services (modified)

Contractors Name: Bottling Group, LLC operating at Pepsi Beverages Company

Contract Description: Beverage Vending 2/1/2014 - 1/31/2017

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

VILLAGE HALL

March 12, 2014

Mr. Jonathan Biancardi
Pepsi Beverages Company
9300 Calumet Avenue
Munster, IN 46321

RE: *NOTICE TO PROCEED*
Beverage Supply and Sponsorship 2014-17

Dear Mr. Biancardi:

For your records, I have enclosed one (1) original executed contract dated January 17, 2014 for full service vending at 30% commission sharing with the Village plus an additional \$2.00 per case sold rebate to be paid annually to the Village. Additionally, Pepsi Beverages Company will pay the Village \$8,000 sponsorship fee within 30 days of March 10, 2014 and annually thereafter for two additional years.

Any payments to the Village shall be made out to *The Village of Orland Park* and mailed to 14700 S. Ravinia Avenue, Orland Park, IL 60462, attn: Denise Domalewski. If you have any questions, please call me at 708-403-6173.

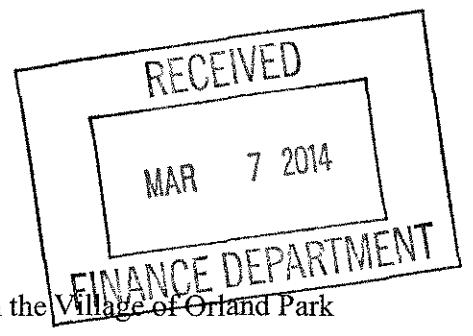
Sincerely,


Denise Domalewski
Contract Administrator

Encl:

cc: Ellen Baer

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



This Contract is made this **17th day of January, 2014** by and between the **Village of Orland Park** (hereinafter referred to as the "VILLAGE") and **Bottling Group, LLC**, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising **Pepsi Beverages Company** (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 issued October 16, 2013

The Instructions to Proposers

The Proposal dated November 7, 2013 as it is responsive to the VILLAGE's RFP requirements

Schedule A - Village Facilities

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 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:

- Provide Beverage Vending Sales and Service to the VILLAGE at the prices below:

	Vending Machine Pricing	3rd Party Concessionaire*
20oz CSD - Pepsi Brands	\$1.50	\$20.18/24pk
20oz Aquafina Water	\$1.50	\$10.48/24pk
20oz Gatorade	\$1.75	\$21.06/24pk
20oz Lipton Tea	\$1.50	\$20.18/24pk
5 gallon fountain	-	\$13.55/gallon
3 gallon fountain	-	\$13.98/gallon

* 2014 pricing

(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.

- VENDOR agrees to pay 30% commission per case on ALL products vended – cash in the bag (CIB) less applicable fees, deposits and/or taxes. Commissions shall be remitted by VENDOR to the VILLAGE within thirty (30) days of the end of each 4-week accounting period established by VENDOR. VENDOR shall make all pertinent revenue and sales records respecting the Vending Machines available to VILLAGE.
- VENDOR agrees to pay a \$2.00 per 24pk rebate directly to the VILLAGE on all bottled products purchased by the VILLAGE and third-party concessionaires. The Rebates shall be paid by VENDOR within forty-five (45) days of the end of each applicable year during the term. A “year” shall mean each 12-month period during the term commencing on the first day of the term or an anniversary thereof.
- The Vendor will support the Village with a sponsorship fee of Eight Thousand and No/100 (\$8,000.00) Dollar’s per year for the length of the agreement, unless earlier terminated by Pepsi in accordance with the terms and conditions of this Agreement (“Annual Sponsorship Fee”), not to exceed three (3) consecutive payments. The Annual Sponsorship Fee is payable to the Village within thirty days (30) of commencement of this Agreement or thirty (30) days from the signing of this Agreement by both parties, whichever comes later; thereafter the Annual Sponsorship Fee is payable to Village within thirty (30) days after the commencement of each subsequent Year. All such funds are to be used at the discretion of the Village. The Annual Sponsorship Fee is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the Village’s failure to cure a breach hereof, the unearned Annual Sponsorship Fee will be repaid to Pepsi pursuant to the terms of Termination Section herein.
- VENDOR is granted the right to an annual price increase not to exceed five percent (5%) per year during the term of the contract. VENDOR must provide at least thirty (30) days notice in the event of price increases. Price increases will occur when wholesale pricing is adjusted to all customers of the VENDOR and may not occur more than once annually.

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

- 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.
- Provide new or like new Visual Cooler(s) as mutually agreed upon to market Pepsi brands.
- Provide promotional items such as menu boards, posters, banners, umbrellas, etc. at an estimated value of \$500 annually.
- Provide post-mix equipment at no charge, to include all miscellaneous parts to fill the needs of the VILLAGE.
- Provide any service calls at no charge.
- Provide competitive pricing throughout the agreement.
- 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.
- Products and locations are subject to change provided both parties are mutually agreeable.

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: EXCLUSIVITY: The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

Notwithstanding the foregoing, Pepsi acknowledges and agrees to the following "Permitted Exceptions" to the exclusivity provision of this Agreement: (a) the consumption of Competitive Products during private fundraisers or events in areas of the Facilities not open to the public; (b) to make available Competitive Products and have temporary signage for Competitive Products to be displayed at the Facilities during Special Promotional Events (as hereinafter defined); provided however that (i) Pepsi's exclusive advertising rights shall not be otherwise affected during such Special Promotional Events, (ii) no Competitive Products may be sold at any such Special Promotional Events; and (iii) the temporary signage related to Special Promotional Events shall be

removed immediately following the completion of any such event. "Special Promotional Event" means an event which is part of a show/event which is sponsored by a manufacturer, licensee or distributor of a Competitive Product. Nothing in this Agreement is intended to prevent another beverage company from sponsoring an event that is conducted at a Facility; (c) beverages brought into the Facilities by employees, guests and visitors for personal consumption.

SECTION 5: TERM OF THE CONTRACT: This Contract shall commence on February 1, 2014. 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, 2017, or when the VILLAGE has purchased the Benchmark Requirement of 10,800 cases, whichever last occurs. This contract shall include the option on the part of the VILLAGE to renew annually from that point for up to two (2) additional one-year terms.

SECTION 6: TERMINATION OF THE CONTRACT: Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. In the event of breach of this Agreement by one or more VILLAGE's locations or the closure of one or more of VILLAGE's locations, the parties agree that VENDOR shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching location(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(A) Remedies: If VENDOR terminates this Agreement as a result of default by VILLAGE, or if VILLAGE terminates this Agreement other than due to VENDOR's failure to cure a breach hereof, then VILLAGE will surrender to VENDOR all equipment provided by VENDOR and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to VENDOR, VENDOR shall have the right to immediately seek reimbursement from VILLAGE for the following:

- (i) An amount reflecting reimbursement for all funding previously advanced by VENDOR but not earned by the VILLAGE pursuant to the terms of this Agreement. With regard to the Annual Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying Annual Sponsorship Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve); and
- (ii) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, if applicable.

SECTION 7: 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 reasonable 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 8: 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 9: 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 with delivery confirmation, 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:

Jonathan Biancardi, Food Services Sales Rep
Pepsi Beverages Company
9300 Calumet Avenue
Munster, Indiana 46321
Telephone: 219-836-1800
Facsimile: 567-661-4842
Cell Phone: 773-851-9044
e-mail: jonathan.biancardi@pepsico.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 10: 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 11: 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 12: FORCE MAJEURE: If the performance by either party hereto of its respective nonmonetary obligations under this agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

SECTION 13: 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 14: 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.

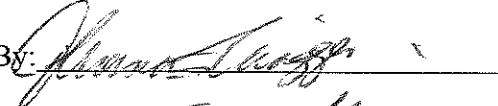
SECTION 15: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 16: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 17: 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
Its: Village Manager
Date: 3/10/14

FOR: THE VENDOR
By: 
Print Name: Thomas Mazzie
Its: Pepsi Beverage Company
Date: March 3, 2014

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, 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 upon delivery 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.

Schedule A **List of Facilities**

VENDING MACHINES

Village Hall

14700 S. Ravinia Ave

Franklin Loebe Center

14650 S. Ravinia Ave

Civic Center

14750 S. Ravinia Ave

John Humphrey Complex

147th Street and West Avenue

Police Department

15100 S Ravinia Ave

Public Works

15655 S Ravinia Ave

Centennial Park Complex

15600 West Avenue (West Ave & Fun Drive)

Sportsplex

11351 W 159th Street

Old Village Hall

14413 Beacon Ave

Cultural Center

14760 Park Lane

Park Maintenance Building

14671 West Avenue

POST MIX EQUIPMENT (3rd Party concessionaire)

Centennial Park Aquatic Center (Pool)

15600 West Avenue (West Ave & Fun Drive)

Centennial Park Complex Concessions

15600 West Avenue (West Ave & Fun Drive)

John Humphrey Complex Concessions

14735 West Avenue

PROPOSAL SUMMARY SHEET

Snack Vending, Beverage Supply and Sponsorship

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

Organization Name: BOTTLING GROUP, LLC OPERATING AS PEPSI BEVERAGES COMPANY

Street Address: 9300 CALUMET AVENUE

City, State, Zip: MUNSTER, IN 46321

Contact Name: JON BIANCARDI

Phone: 773-851-9044 Fax: 567-661-4842

E-Mail address: JONATHAN.BIANCARDI@PEPSICO.COM

FEIN#: 13-4042542

Completed:

Required Narratives #1-12 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 – Beverages Vending Service
- SCHEDULE B – Pricing for Beverage Service
- SCHEDULE C – Snack Vending Questionnaire
- SCHEDULE D – Snack Vending Pricing

Signature of Authorized Signee: *Jon BIANCARDI*

Title: FOODSERVICE SALES REP

Date: Nov. 7, 2013

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.

BOTTLING GROUP, LLC

OPERATING AS PEPSI BEVERAGES COMPANY

(Corporate Seal)

Business Name

Jon Biancardi

Signature

JON BIANCARDO

Print or type name

FOODSERVICE SALES REP

Title

Nov. 7, 2013

Date

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

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

I, Jon Biancardi, being first duly sworn certify
and say that I am Foodservice Sales Rep
(insert "sole owner," "partner," "president," or other proper title)
of PEPSI BEVERAGES COMPANY, 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.

Jon Biancardi

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 7 Day
of Nov., 2013.

James Herbert
Notary Public 8-26-20

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."

JON BIANCARDI, having submitted a proposal for
PEPSI BEVERAGES COMPANY (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: *Jon Biancardi*
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 7 Day
of Nov., 2013.

Donna Haber

Notary Public

8-26-20

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: John Biancardi

DATE: Nov. 7, 2013

Subscribed and Sworn To
Before Me This 7 Day
of Nov., 2013.

Donald Harbeck
Notary Public
8/26/20

TAX CERTIFICATION

I, JON BIANCARO, having been first duly sworn depose and state as follows:

I, JON BIANCARO, am the duly authorized agent for PEPSI BEVERAGES COMPANY, which has submitted a proposal to the Village of Orland Park for BEVERAGE SUPPLIES/SERVICES and I hereby certify (Name of Project)

that PEPSI BEVERAGES COMPANY 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: Jon Biancard

Title: Foodservice Sales Rep

Subscribed and Sworn To
Before Me This 7 Day
of Nov., 2013.

Donna Neuberk
Notary Public 8-26-20

REFERENCES

(Please Print or Type)

ORGANIZATION	JOLIET PARK DISTRICT
ADDRESS	3000 W. JEFFERSON STREET
CITY, STATE, ZIP	JOILET, IL 60435
PHONE NUMBER	(815) 741-7275
CONTACT PERSON	TED BRODEUR
DATE OF PROJECT	2013
ORGANIZATION	GLENVIEW PARK DISTRICT
ADDRESS	2400 CHESTNUT AVENUE
CITY, STATE, ZIP	GLENVIEW, IL 60026
PHONE NUMBER	(847) 724-5670
CONTACT PERSON	DENISE BLINICK
DATE OF PROJECT	2010
ORGANIZATION	NILES PARK DISTRICT
ADDRESS	6676 W. HOWARD STREET
CITY, STATE, ZIP	NILES, IL 60714
PHONE NUMBER	(847) 647-6777
CONTACT PERSON	JOANN RACHILLO
DATE OF PROJECT	2009

References cont'd

(Please Print or Type)

ORGANIZATION	MILWAUKEE COUNTY PARKS
ADDRESS	9480 WATERTOWN PLANK DRIVE
CITY, STATE, ZIP	WAUWATOSA, WI 53225
PHONE NUMBER	(414) 257-5180
CONTACT PERSON	JOE MROZINSKI
DATE OF PROJECT	2010
ORGANIZATION	BOURBONNAIS TOWNSHIP PARK DISTRICT
ADDRESS	459 N. KENNEDY DRIVE
CITY, STATE, ZIP	BOURBONNAIS, IL 60914
PHONE NUMBER	(815) 933-9905
CONTACT PERSON	HOLLIS CLARK III
DATE OF PROJECT	2009
ORGANIZATION	KANKAKE VALLEY PARK DISTRICT
ADDRESS	893 W. STATION STREET
CITY, STATE, ZIP	KANKAKEE, IL 60901
PHONE NUMBER	(815) 939-1311
CONTACT PERSON	ROY COLLINS
DATE OF PROJECT	2013

References cont'd

(Please Print or Type)

ORGANIZATION	OAK FOREST PARK DISTRICT
ADDRESS	15601 CENTRAL AVENUE
CITY, STATE, ZIP	OAK FOREST, IL 60452
PHONE NUMBER	(708) 687-6468
CONTACT PERSON	CINDY GRANNAN
DATE OF PROJECT	2009
ORGANIZATION	CHANNAHON PARK DISTRICT
ADDRESS	24856 W. EAMES STREET
CITY, STATE, ZIP	CHANNAHON, IL 60410
PHONE NUMBER	815-467-7275
CONTACT PERSON	KRISTIN KNUTSON
DATE OF PROJECT	2013
ORGANIZATION	HICKORY HILLS PARK DISTRICT
ADDRESS	9100 S. 88TH AVENUE
CITY, STATE, ZIP	HICKORY HILLS, IL 60457
PHONE NUMBER	(708) 599-7337
CONTACT PERSON	DAN MAIER
DATE OF PROJECT	2009

References cont'd

(Please Print or Type)

ORGANIZATION	SCHAUMBURG PARK DISTRICT
ADDRESS	235 E. BEECH DRIVE
CITY, STATE, ZIP	SCHAUMBURG, IL 60193
PHONE NUMBER	(847) 985-2115
CONTACT PERSON	VINCE KENNEDY
DATE OF PROJECT	2013

Signature of Authorized Signee: Jon Branca

Title: Foodservice Sales Rep

Date: Nov. 7, 2013



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 provide additional insured status for "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.. 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 7 DAY OF NOVEMBER, 2013

Jon Biancardi

Authorized to execute agreements for:

PEPSI BEVERAGES COMPANY

Jon Biancardi

Signature

FOODSERVICE SALES REP

Printed Name & Title

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.. 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 _____ DAY OF _____, 20____

Authorized to execute agreements for:

Signature

Printed Name & Title

Name of Company

SEE PREVIOUS PAGE

III – ADDITIONAL INFORMATION

SCHEDULE A

Beverage Vending Service

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 beverage machines at that location. Please specify the number of machines included in your proposal.

Village Hall (2) <u>2</u>	Franklin Loeb Center (4) <u>4</u>	Sportsplex (9) <u>9</u>
John Humphrey Complex (2) <u>2</u>	Centennial Park Complex (4) <u>4</u>	Public Works (1) <u>1</u>
Old Village Hall (1) <u>1</u>	Cultural Center (2) <u>2</u>	
Police Department (2) <u>2</u>	Civic Center (1) <u>1</u>	
Park Maintenance Building (1) <u>1</u>		

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) 1 Centennial Park Complex (1) 1 John Humphrey Complex (1) 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 CASES & REBATES NOTED ON ATTACHED PRESENTATION

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 - SEE ATTACHED per case discount. In addition to the beverages to be supplied the Village of Orland will require 21 refrigerators with locks for those refrigerators, two hand trucks, and a semi-trailer AS MUTUALLY AGREED TO ON A CASE BY CASE BASIS.



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: Jon Branca

TITLE: Food Service Sales Rep

DATE: Nov. 7, 2013

SCHEDULE B

PRICES OF BEVERAGES

(Please make additional copies as needed)

* FOR ENTIRE LIST OF BRANDS AVAILABLE, SEE ATTACHED PRESENTATION

Product/Package Size (+)	Vending Machine Pricing	3 rd Party Concessionaire Pricing (*)
1. CSD - 20OZ BOTTLES	\$1.50	\$20.18/24pk
2. LIPTON TEA - 20OZ BOTTLES	\$1.50	\$20.18/24pk
3. AQUAFINA WATER - 20OZ BOTTLES	\$1.50	\$10.48/24pk
4. GATORADE - 20OZ BOTTLES	\$1.75	\$21.06/24pk
5. 5 GALLON FOUNTAIN	N/A	\$13.55/gallon
6. 3 GALLON FOUNTAIN	N/A	\$13.98/gallon
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 C

SNACK VENDING QUESTIONNAIRE

Please provide a list of the brands of snacks that your company can supply. Please use the price sheet below to list prices.

N/A - BEVERAGE SUPPLIES ONLY

Does your company offer healthy snack options? Please explain and/or include a list of options.
PEPSICO DOES NOT HAVE THE CAPABILITIES TO VEND OR DELIVER FOOD & SNACK PRODUCTS. HOWEVER, WE PARTNER WITH FOOD DISTRIBUTORS SUCH AS SYSCO, GFS, US FOODS, ETC. TO HANDLE THE DELIVERIES FOR US. THIS CAN BE AN OPTION TO THE THIRD PARTY CONCESSIONAIRES WHO CHOOSE TO SELL THESE ITEMS.

How often does your company refill snack machines?

N/A

Do your snack machines have bill changers?

N/A

How soon could your service be implemented?

N/A

Does your company impose a fuel surcharge for delivery? If so, how much? NO

Please provide any additional information which you feel would help to clarify any of the above information or that you feel would help us to make an informed decision (additional sheets may be attached, if necessary):

PEPSICO IS THE LARGEST FOOD AND BEVERAGE COMPANY IN THE US AND #2 GLOBALLY. THIS ENTAILS SCALE, PRESENCE AND MARKET SHARE, GLOBAL UNDERSTANDING OF CONSUMER BEHAVIOR, WORLD CLASS PRODUCTS AND PRODUCT INNOVATION PIPELINE, AND BEST IN CLASS MARKETING SOLUTIONS. PEPSICO IS THE MARKET SHARE LEADER IN BEVERAGES AND HAS A PORTFOLIO OF 22 \$1BILLION BRANDS WITH 3 OF TOP 5 BEVERAGE BRANDS/TRADEMARKS WITH PEPSI, GATORADE, AND MOUNTAIN DEW. WE HAVE BRANDS THAT CONSUMERS KNOW AND LOVE, WE KNOW HOW TO LEVERAGE CONSUMER INSIGHTS TO BUILD BRANDS, WE HAVE EXPERTISE IN INNOVATION AND MARKETING TO CONSUMERS, OUR BRANDS CAN BUILD YOUR BRANDS, AND OUR BALANCED PORTFOLIO HELPS TO DRIVE GROWTH ACROSS ALL NEED STATES. IN ADDITION, PEPSICO BEVERAGE PORTFOLIO DOMINATES IN LIQUID REFRESHMENT BEVERAGE SHARE, THE LARGEST GROWING SEGMENT, VS ALL OTHER KEY COMPETITORS. ULTIMATELY, PEPSICO IS COMMITTED TO DRIVING PROFITABLE GROWTH FOR YOU TO HELP YOU DELIVER YOUR BUSINESS AND FINANCIAL GOALS.

Schedule D
Snack Vending Pricing

Product	Vending Machine Pricing
1. Chips	N/A
2. Gum	N/A
3. Lifesavers	N/A
4. Cookies	N/A
5. Candy Bars	N/A
6. Healthy Snacks	N/A
7. Popcorn	N/A
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 rebates or discounts