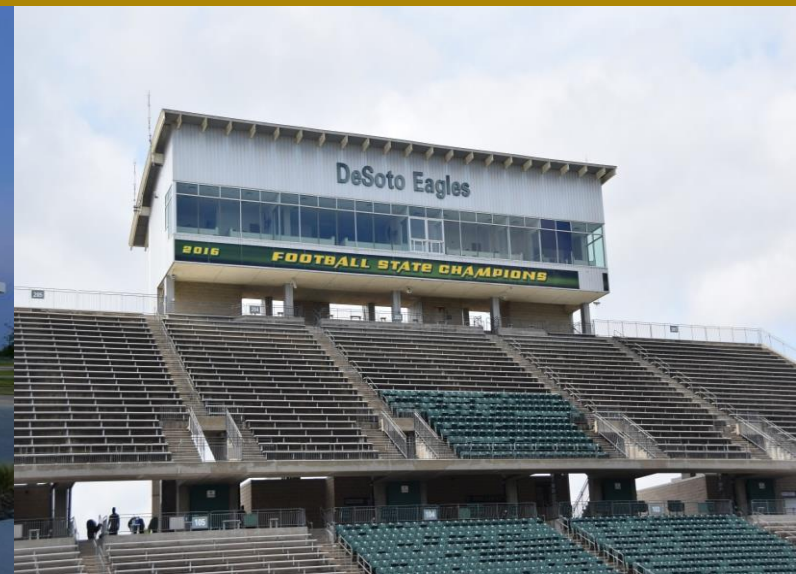




PEPSICO



RFP Beverage Sponsorship Program Submitted by PepsiCo

Due October 7th, 2022, 3pm

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PEPSICO

EXECUTIVE SUMMARY

3.2 A

3.2A PepsiCo is the Right Beverage Partner for the Future of DeSoto ISD



Pepsi is honored and excited about the opportunity to submit a proposal to renew our beverage partnership with the DeSoto ISD.

We are committed to developing a first-class partnership based on the following guiding principals:

- **Strategic Business Partnership:** Our approach is to listen to your needs and provide solutions that will drive results
- **Operational Excellence:** Our people and our resources are connected to DeSoto every day
- **Insights and Innovation:** Our recommendations are and will always be grounded in consumer data
- **Differentiated Brands:** Our large portfolio of top selling brands delivers on “something for everyone” in a diverse campus environment

We are committed to exceeding your expectations of what a beverage partnership should entail by providing:

Equipment Innovation that gets consumers attention and is technologically enabled to increase the community’s satisfaction and maximize revenue to the district.

Service That Exceeds Your Expectations. Supported by a team of dedicated professionals, your Key Account Manager Adrian Cook is well positioned to exceed your expectations.

Student Insights Driven Product Offerings. Focusing on their increasing demand for healthy and non-carbonated beverage choices in addition to traditional soft drink offerings . From the better for you to the indulgent. We’re continuously innovating to meet our consumers needs that will continue to provide DISD with products that will maximize your revenue and profitability.

Thank you for your consideration of our proposal and we look forward to continuing our partnership.

Sincerely,

Your PepsiCo Foodservice Team



PEPSICO

PRODUCTS AND PRICING

3.2 B-C

3.2 B Our Fountain Portfolio is Well Positioned in Core and Growing Segments



CORE
CARBONATED
POWER
BRANDS



NON-CARB
LEADERSHIP



3.2 B ... And an Innovation Agenda that will Continue to Drive Growth & Refresh Our Portfolio

WITH A
SPLASH OF
JUICE



pepsi
SPLASH
MANGO
PEPSI WITH A SPLASH OF JUICE
FLAVOR WITH OTHER NATURAL FLAVORS

+40%
GROWTH
RATE



MAX TASTE
pepsi
ZERO SUGAR

LARGER
THAN
DASANI
SPARKLING



oh hi
bubly
sparkling water
limebubly.
lime flavor with other
natural flavors

ZERO SUGAR
#1 SPORTS
DRINK



SUGAR ZERO SU
G
ZERO
GATORADE
ZERO SUGAR THIRST QUENCHER
LEMON-LIME

HIGHLY
INCREMENTAL
HERBAL TEA



MANGO HIBISCUS
FLAVOR WITH OTHER NATURAL FLAVORS
PURE
LEAF
Herbal
BREWED TEA
NATURALLY
CAFFEINE
FREE
NO ARTIFICIAL SWEETENERS
100
CALORIES
PER BOTTLE
18.5 FL OZ (1.15 PT) 547 ml

FRESH MADE
FRESCAS



WATERMELON
REFRESCA
MANGO
REFRESCA

3.2 B CONSUMERS ARE DRIVING THE TRENDS...


CARBONATED BEVERAGES REMAIN SIZABLE & GROWING, AND CONSUMERS ARE INCREASINGLY DEMANDING A VARIETY OF NON-CARBONATED BEVERAGES

CARBONATED BEVERAGES	WATER	JUICE	SPORTS DRINKS	ENERGY
\$30 BILLION 4.7% ▲	\$18 BILLION 5.4% ▲	\$16 BILLION 3.3% ▲	\$7.1 BILLION 7.9% ▲	\$15 BILLION 6.4% ▲
TEA	READY TO DRINK COFFEE	KOMBUCHA	FRESH NON-CARBONATED BEVERAGES	BAR MIXERS
\$5.4 BILLION 2.5% ▲	\$2.3 BILLION 5.3% ▲	\$0.7 BILLION 7.8% ▲	\$0.3 BILLION 10% ▲	\$115 BILLION 1.5% ▲


3.2 B ...AND PEPSI HAS AN ANSWER FOR EVERY ONE OF THEM

CARBONATED BEVERAGES


ICONIC COLA BRAND




#1 FLAVORED CSD




FASTEST GROWING CRAFT SODA






WATER


#1 SPARKLING WATER CATEGORY DRIVER



#1 BRANDED WATER




#1 PREMIUM WATER INNOVATION




TEA


#1 GLOBAL TEA BRAND



#1 PREMIUM TEA




#1 AMONGST AA & HISPANICS




SPORTS DRINKS

#1 SPORTS NUTRITION




ENERGY

#1 CATEGORY GROWTH DRIVER




Over 30 Flavors




JUICE


#1 ORANGE JUICE



#1 PREMIUM JUICE





Made with Real Sugar




READY TO DRINK COFFEE

#1 READY TO DRINK COFFEE










KOMBUCHA


#1 CATEGORY GROWTH DRIVER




FRESH NON-CARBONATED BEVERAGES








BAR MIXERS





3.2 B AGUAS FRESCAS



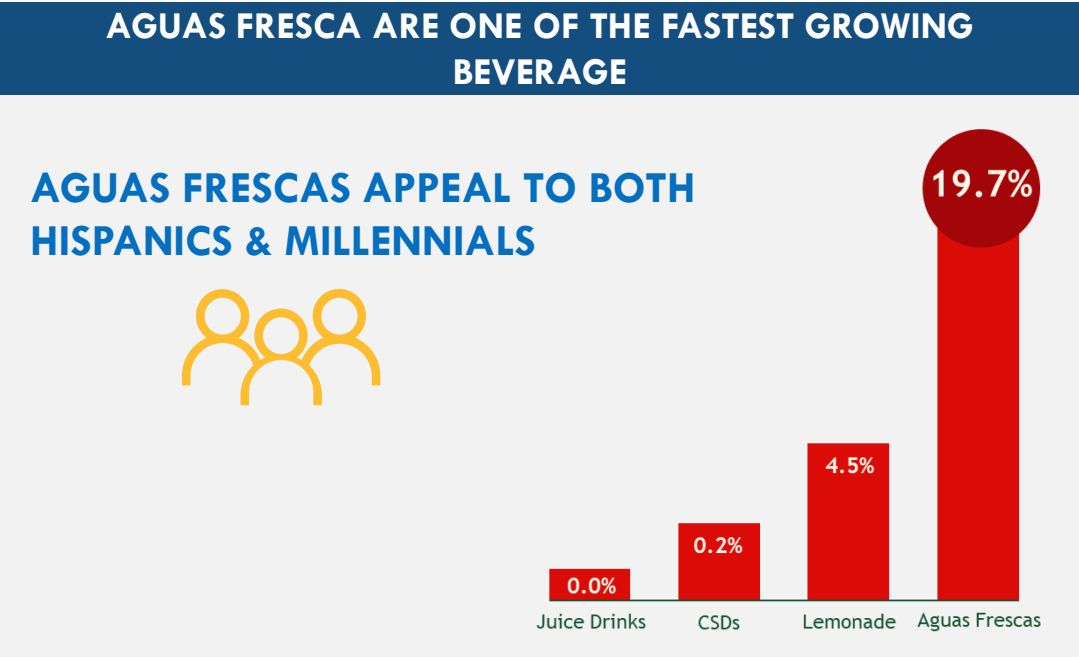
Flavor Variety



Drives Authenticity



Ease of service-
no mixing, mess,
waste, or labor
needed



CSD

20oz Bottles (24pk)

Pepsi
Diet Pepsi
Pepsi Zero Sugar
Pepsi Real Sugar
Pepsi Wild Cherry
Diet Wild Cherry Pepsi
Sierra Mist
Manzanita Sol
Mountain Dew
Diet Mountain Dew
Mountain Dew Zero Sugar
Mountain Dew Real Sugar
Mountain Dew Code Red
Mountain Dew Major Melon
Mountain Dew Live Wire

2L Bottles (8pk)



12oz Cans (24pk)

Mountain Dew Voltage
Mountain Dew White Out Citrus
Mtn Dew Spark
Mug Root Beer
Crush Orange
Crush Grape
Crush Strawberry
Crush Watermelon
Crush Peach

Nitro Cola (P4W2)
Vanilla Nitro Cola (P4W2)

13.65oz Cans (12pk or 4pk)



7.5oz Cans (24pk)

Pepsi
Diet Pepsi
Sierra Mist
Mt. Dew
Ginger ale

Mtn Dew Kickstart

16oz Cans (12pk)

Black Cherry
Pineapple Orange Mango
Fruit Punch
Orange Citrus



CRAFT SODA

Bundaberg

375ML Glass Bottles (4pk)

Ginger Beer
Diet Ginger Beer



ENERGY

Rockstar

16oz Cans (12pk)

Original Energy
Punched
Sugar Free
Zero Carb
Recovery
Recovery Orange
Pure Zero Punched
Pure Zero TMGS
Pure Zero Silver Ice
Pure Zero Mandarin Orange
Pure Zero Watermelon
Pure Zero Mango Guava
Pure Zero Lime Cucumber
Pure Zero Watermelon
Xdurance Super Sour Green Apple
Frozen Lemonade
Punched Watermelon (P4W4)
Aguas Frescas Punched Strawberry P5W2 (X North)
Aguas Frescas Punched Pineapple P5W2 (X North)

Rockstar Unplugged

12oz Sleek Cans (12pk)

Blueberry
Passion Fruit



AMP

16oz Cans (12pk)

AMP Original

Mountain Dew Energy

16oz Cans (12pk)

Pomegranate Blue Burst
Strawberry Melon Spark
Orange Breeze
Peach Mango Dawn
Tropical Sunrise
Cherry Lime Lift

16oz Cans (4pk)

Pomegranate Blue Burst
Strawberry Melon Spark

READY TO DRINK COFFEE

Starbucks Frappuccino

13.7oz Glass Bottles (12pk)

Vanilla
Mocha
Caramel
Coffee

Starbucks Latte

Starbucks Iced Espresso LTO

14oz PET Bottle (12pk)

Vanilla Latte LTO (P5W1)
Caramel Macchiato LTO (P5W1)

Starbucks NITRO

9.6oz Can (12pk)

Black Unsweetened
Vanilla Sweet Cream
Dark Cocoa Sweet Cream
Splash of Sweet Cream (P4W2)



Starbucks Tripleshot

15oz Cans (12pk)

Vanilla
Mocha
Caramel
Zero Sugar Vanilla
Zero Sugar Black)



Starbucks Double Shot Energy

15oz Cans (12pk)

Mocha
White Chocolate
Hazelnut
Vanilla
Caramel
Coffee



Starbucks Cold Brew

11oz Glass Bottle (12pk)

Unsweet Black
Vanilla Sweet Cream



Starbucks Double Shot Espresso

6.5oz Cans (12pk)

Espresso Light (24pk)
Espresso Regular (24pk)



Starbucks Cold & Crafted

11oz Glass Bottles (12pk)

Coffee Sweetened Black
Coffee + Splash of Milk & Vanilla
Coffee + Splash of Milk & Mocha

Starbucks Baya Energy (P2W2)

12oz Sleek Cans (12pk)

Mango Guava
Raspberry Lime
Pineapple Passionfruit



HYDRATION

Aquafina Water

16.9oz Bottles (24pk)
20oz Bottles (24pk)
1 Liter Bottles (12pk)

LIFEWTR

20oz Bottles (24pk)
700ml Sport Cap Bottles (12pk)
1 Liter Bottles (12pk)
1L Immune Support

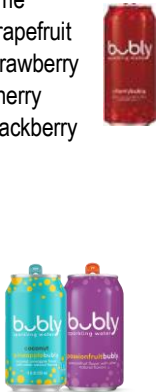
Voss

Regional package variations
in availability
Still
Sparkling
Sparkling flavors



Bubly Sparkling Water

12oz Cans (24pk) 16oz Cans (12pk)
Blackberry
Lime
Cherry
Grapefruit
Raspberry
Strawberry
Watermelon
Pineapple
Mango
Blueberry Pomegranate
White Peach Ginger
Coconut Pineapple
Passionfruit



Bubly Bounce Sparkling Water

12oz Cans (24pk)
16oz Cans (12pk)
Mango Passion Fruit
Triple Berry



Schweppes Tonic

1 Liter Bottles (12pk)
Diet Tonic
Tonic

VALUE ADDED PROTEIN

Muscle Milk

14oz Bottles (12pk)
Chocolate
Pro 40 Knockout Chocolate Pro
40 Intense Vanilla
Pro 40 Chocolate Peanut Butter
(P4W3)

Evolve

11.16oz Bottles (12pk)
Double Chocolate
Vanilla Bean

Gatorade Zero w/ Protein

16.9oz Bottles (12pk)
Cool Blue
Fruit Punch
Glacier Cherry

GATORADE

Gatorade

20oz Bottles (24pk)
Fruit Punch
Lemon-Lime
Orange
Glacier Freeze
Fierce Grape
Blue Raz
Lime Cucumber
G2 Grape
Frost Glacier Cherry
Fierce Apple

12oz Bottles (24pk)

Glacier Cherry
AS Orange
AS Berry

28oz Bottles (15pk)

Glacier Freeze
Lemon Lime
Fruit Punch
Blue Raz
Orange
Fierce Grape
Glacier Cherry
Fierce Blue Cherry
Fierce Strawberry
Lime Cucumber
Passion Fruit
Frost Arctic Blitz
Fierce Green Apple
Kiwi Strawberry
Icy Charge
Tropic Flash LTO (P5W1)

Protein Bars

2.8oz Bars (12pk)
Chocolate Chip
Choc. Chip Pnt Bttr
Chocolate Caramel

Gatorade ZERO

20oz Bottles (24pk)
Glacier Cherry
Glacier Freeze
28oz Bottles (15pk)
Cool Blue
Glacier Cherry
Berry
Orange
Lemon Lime
Glacier Freeze
Fruit Punch
Lime Cucumber



Gatorade Fit (P3W1)

28oz Bottles (15pk)
Tropical Mango
Citrus Berry
Watermelon Strawberry
Cherry Lime



Gatorade Gatorlyte

20oz Bottles (12pk)
Watermelon
Orange
Strawberry Kiwi
Cherry-Lime

Propel Zero

20oz Bottles (24pk)
Kiwi Strawberry
Berry
Grape
Strawberry Lemonade
Black Cherry
Watermelon
Mango



Propel

1L Bottles (12pk)
Kiwi Strawberry
Berry

Propel Immune Support

20oz Bottles (24pk)
Orange Raspberry
Lemon Blackberry

Propel Vitamin Boost

20oz Bottles (12pk)
Strawberry Raspberry
Peach Mango

TEA

Lipton Brisk

12oz Cans (24pk)
Lemon
20oz Bottles (24pk)
Lemon



Lipton Iced Tea - LIT

20oz Bottles (24pk)
Citrus Green
Citrus Green Dt
Peach
Texas Sweet



Lipton Pure Leaf Brewed Iced Tea

18.5oz Bottles (12pk)
Sweet
Unsweet
Extra Sweet
Lemon
Raspberry
Lemonade
Mango Hibiscus
Unsweet Green Tea
Unsweet Lemon
Subtly Sweet (P4W3)
Subtly Sweet Peach (P4W3)
Subtly Sweet Lemon (P4W3)



JUICE (Shelf Stable)

Ocean Spray Juice
15.2oz Bottles (12pk)

Cranberry
Cran-Grape



Dole Juice
15.2oz Bottles (12pk)

100% Apple Juice
100% Orange Juice
Tropical Fruit Punch

Dole Lemonade
20oz Bottles (24pk)

Lemonade
Strawberry Lemonade



FOUNTAIN BEVERAGES

Post Mix
5 Gallon BIB

Pepsi Diet
Pepsi Pepsi
Mountain Dew
Wild Cherry Pepsi
Sierra Mist
Crush Orange
Mug
Schweppes Ginger Ale
Dr. Pepper
Tropicana Pink Lemonade
Tropicana Lemonade
Tropicana Fruit Punch Brisk
Sweet
Brisk Unsweet
Tonic



3 Gallon BIB
Pepsi Zero Sugar
Brisk Mango Iced Tea
SoBe Life Water Yumberry Pomegranate
Diet Mt. Dew
Gatorade Fruit Punch
Gatorade Lemon Lime
Dole 100% Apple Juice
Dole 100% Orange Juice
Dole 15% Cranberry Juice



3 Gallon Bar Mixers

Red Alert
Margarita
Ginger Beer
Sour Mix

Viva Sol
3 Gallon BIB
Jamaica
Pina
Horchata
Melon
Tamarindo



Fresh Brew Tea – 1 Sachet 3 Gallon
Lipton

32 Pack of 3oz Sachet Tea (Black) 24
Pack of 3oz Sachet Tea (Flavor)

Tea Kitchen
32 Pack of 3oz Tea Sachet (Black)

Bubly
3 Gallon BIB
Lime
Raspberry
Orange



Siberian Chill
3 Gallon BIB
Very Cherry Blue
Raspberry

2022 PEPSI BEVERAGES PORTFOLIO

PRODUCT INFORMATION www.pepsiproductfacts.com – Products may vary by Market/Location

Last Updated 4/1/2022

NAKED JUICE

15.2oz – 8pk

Green Machine
Blue Machine
Red Machine
Mighty Mango
Strawberry Banana
Pina Colada
Very Berry
Power C
Rainbow Machine



KEVITA

15.2oz – 6pk

Master Brew Kombucha – Raspberry Lemon
Master Brew Kombucha – Ginger
Master Brew Kombucha – Tart Cherry
Master Brew Kombucha – Pineapple Peach
Sparkling Probiotic - Lemon Ginger
Sparkling Probiotic - Lemon Cayenne
Sparkling Probiotic - Lime Mint Coconut
Sparkling Probiotic – Strawberry Acai
Coconut
Sparkling Probiotic – Mango Coconut



TROPICANA

12oz Pure Premium Chilled – 12pk

Original Orange Juice
Homestyle Orange Juice
Grape Juice
Apple Juice
Cranberry Cocktail
Coastal Groveland Lemonade



3.2 C

Bottle & Can Pricing-



Package	Units Per Case	Cost Per Unit	Cost Per Case
Aquafina 16.9oz Bottles	24	.26	\$6.35
Aquafina 20oz Bottles	24	.49	\$14.22
Pepsi Brands 12oz Cans	24	.47	\$11.38
Pepsi Brands 20oz Bottles	24	1.08	\$25.99
Gatorade 20oz Bottles	24	0.99	\$23.66
Lipton Pure Leaf 18.5oz Bottles	12	1.91	\$22.95
LifeWTR 700ml Bottles	12	1.48	\$17.78
Ocean Spray Juice 15.2oz Bottles	12	1.84	\$22.08
Starbucks Frappuccino 13.7 oz Glass	12	2.62	\$31.44
Bubly 12oz Cans	24	.49	\$11.87
Muscle Milk		3.34	\$40.09
Evolve	12	3.06	\$36.72
Gatorade Protein Shakes	12	2.87	\$34.48

Annual pricing increases to be consistent with market activity to be taken on 1/1 of each year.

1st increase to be taken 1/1/2023



Bag in the Box Pricing - 2022

Package	Units Per Case	Cost per Gallon	Cost per BIB
Pepsi Carbonated Brands	5 Gallons	\$18.34	\$91.70
Keurig Dr Pepper Carbonated Brands	5 Gallons	\$19.47	\$97.35
Dispensed Tea	3 Gallons	\$22.57	\$67.71
Stubborn	3 Gallons	\$21.18	\$63.54
CO2	1 20lb Tank	\$30.78	\$30.78

Annual pricing increases to be consistent with market activity to be taken on 1/1 of each year.

1st increase to be taken 1/1/2023

Bag in Box to follow National pricing



Cup Pricing- 2022

Package	Units Per Case	Cost Per Unit	Cost Per Case
12oz Cups	2,000	.06	\$120.00
16oz Cups	1,200	.07	\$89.32
24oz Cups	1,000	.10	\$98.76
32oz Cups	480	.17	\$81.46
12oz/16oz/24oz Lids	2,400	.14	\$32.92
32oz Lids	960	.05	\$50.11

Annual pricing increases to be consistent with market activity to be taken on 1/1 of each year.

1st increase to be taken 1/1/2023



3.2 C

PRODUCT GROUP	PACKAGE	# UNITS / GALLON	PER UNIT / BIB PRICING	INVOICE PRICING	EFFECTIVE THROUGH
LIFEWTR	1 Liter 12L	12	\$1.86	\$22.33	12/31/2022
AQUAFINA	1 Liter 15L	15	\$1.77	\$26.62	12/31/2022
AQUAFINA	1.5 Liter 12L	12	\$2.10	\$25.25	12/31/2022
LIFEWTR	1.5 Liter 12L	12	\$1.95	\$23.36	12/31/2022
FRUIT SHOOT	10.1oz 24L	24	\$0.86	\$20.60	12/31/2022
STARBUCKS	10oz 12L	12	\$2.58	\$30.99	12/31/2022
EVOLVE	11.16oz 12L	12	\$3.06	\$36.72	12/31/2022
GATORADE	11.16oz 12L	12	\$2.87	\$34.48	12/31/2022
STARBUCKS COLD BREW	11oz 12L	12	\$2.86	\$34.27	12/31/2022
STARBUCKS ICECOFFEE	11oz 12L	12	\$1.79	\$21.44	12/31/2022
GATORADE	12oz 12P	12	\$1.17	\$14.00	12/31/2022
GATORADE	12oz 24L	24	\$0.58	\$14.00	12/31/2022
AQUAFINA	12oz 8P	24	\$0.34	\$8.26	12/31/2022
STARBUCKS	13.7oz 12L	12	\$2.62	\$31.44	12/31/2022
MUSCLE MILK	14oz 12L	12	\$3.34	\$40.09	12/31/2022
STARBUCKS	14oz 12L	12	\$2.62	\$31.44	12/31/2022
DOLE	15.2oz 12L	12	\$1.84	\$22.08	12/31/2022
OCEAN SPRAY	15.2oz 12L	12	\$1.84	\$22.08	12/31/2022
GATORADE G ZERO	16.9oz 12L	12	\$1.98	\$23.76	12/31/2022
AQUAFINA BASE	16.9oz 24P	24	\$0.26	\$6.35	12/31/2022
GATORADE G ZERO	16.9oz 4P	12	\$1.98	\$23.76	12/31/2022
LIPTON	18.5oz 12L	12	\$1.91	\$22.95	12/31/2022
CSD	2 Liter 8L	8	\$2.07	\$16.53	12/31/2022
SOBE	20oz 12L	12	\$1.64	\$19.71	12/31/2022
AQUAFINA BASE	20oz 24L	24	\$0.59	\$14.22	12/31/2022
CSD	20oz 24L	24	\$1.08	\$25.99	12/31/2022
GATORADE	20oz 24L	24	\$0.99	\$23.66	12/31/2022
LIPTON ICED TEA	20oz 24L	24	\$1.05	\$25.10	12/31/2022
GATORADE GFIT	28oz 15L	15	\$2.07	\$30.98	12/31/2022
BUNDABERG	375ml 4P	24	\$1.53	\$36.62	12/31/2022
LIFEWTR	700ml 12L	12	\$1.48	\$17.78	12/31/2022
STARBUCKS	9.5oz 12L	12	\$1.92	\$23.09	12/31/2022
FRAPPUCCINO	9.5oz 15P	15	\$1.92	\$28.87	12/31/2022
STARBUCKS DS PROTEIN	Can 11oz 12L	12	\$2.58	\$30.99	12/31/2022
BUBLY	Can 12oz 12P	24	\$0.49	\$11.87	12/31/2022
CSD	Can 12oz 24P Cube	24	\$0.44	\$10.54	12/31/2022
BUBLY	Can 12oz 8P FM	24	\$0.49	\$11.87	12/31/2022
BUBBL'R	Can 12oz 8P SLK	24	\$1.24	\$29.84	12/31/2022
STARBUCKS	Can 15oz 12L	12	\$2.62	\$31.43	12/31/2022
BUBLY	Can 16oz 12L	12	\$0.88	\$10.57	12/31/2022
CSD	Can 16oz 12L	12	\$1.08	\$12.96	12/31/2022
MT DEW ENERGY	Can 16oz 12P	12	\$1.71	\$20.52	12/31/2022
ROCKSTAR	Can 16oz 24L	24	\$1.59	\$38.12	12/31/2022
STARBUCKS	Can 6.5oz 12L	12	\$2.54	\$30.46	12/31/2022
CSD	Can 7.5oz 24L	24	\$0.53	\$12.62	12/31/2022
STARBUCKS COLD BREW	Can 9.6oz 12L	12	\$2.60	\$31.15	12/31/2022





PEPSICO

FINANCIAL PROPOSAL

3.2 D-E

3.2 D Monetary Consideration



Revenue Share Funding = Estimated \$101,788 (Total Funding)

DeSoto Education Foundation= \$2,500 (Total Funding)

\$500 paid annually for Bronze level sponsorship in the Charity Golf Tournament

Non-Monetary Consideration

School Administration Free Goods= \$5,000 Value (Total Funding)

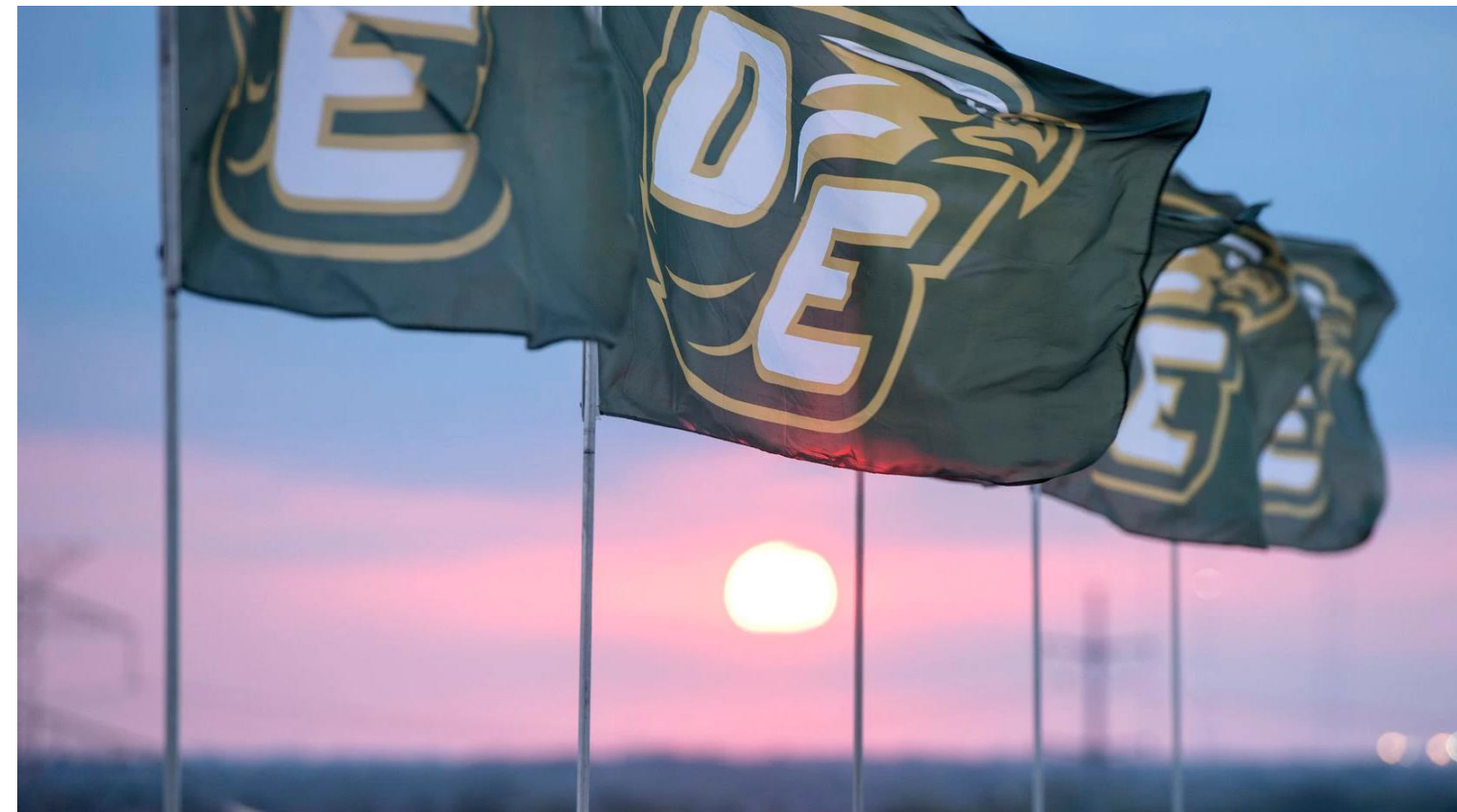
200 case allotment of 16.9oz Aquafina or 12oz canned soft drinks for years 1-5 of contract term.

Marketing Support Fund = \$15,000 value (Total Funding)

\$3,000 annual value for mutually agreed upon marketing programs or materials.

Athletics Free Goods= \$25,000 Value (Total Funding)

\$5,000 annual value allotment for years 1-5 of contract term.



3.2 D Gatorade Sideline Support



Gatorade Sideline Support Funds = \$15,000(Total Funding)
\$3,000 annual allowance for years 1-5 of contract term.
Funds are used to purchase hydration equipment and product.



2022 GATORADE HIGH SCHOOL PERFORMANCE PACKAGES

Welcome to the Gatorade Performance Partner community. We know how dedicated you are to getting the most out of your athletes, and we're here to help you every step of the way. Visit GatoradePerformancePartner.com for product updates and additional information.



GATORADE PERFORMANCE PACKAGE

RETAIL VALUE ~~\$1,142~~
\$265

OUR PREMIUM PERFORMANCE PACKAGE

- (8) Cases of Gatorade® Protein Bars (96 servings)
OR (6) Cases of Gatorade® Energy Chews (96 servings Prime)
- (1) Case of Gatorade® Thirst Quencher Powder (14 - 6 gal bags)
OR (3) Cases of Gatorade® Thirst Quencher Powder Sticks (240 - 20oz. sticks)
- (8) Cases of Gatorade Recover® Shakes (96 servings)
OR (8) Cases of 11 oz. Muscle Milk® Genuine Protein Shakes (96 servings)

CHOOSE THREE PREMIUMS (Repeat options accepted)

- (1) 5 Gallon Cooler
- (1) 10 Gallon Cooler
- (1) 60 Quart Ice Chest on Wheels
- (10) Gatorade® Towels
- (24) Gatorade® Contour Bottles
- (4) Gatorade® Contour Bottle Carriers
- (1) Case of 7 oz. Cups (2,000/case)

*Choose flavor preference and premiums on reverse.



CREATE YOUR OWN

RETAIL VALUE ~~\$640~~
\$165

CHOOSE TWO OF THE BELOW OPTIONS

- OPTION #1 – (10) Cases of Gatorade® Energy Chews (160 servings)
- OPTION #2 – (1) Case of Gatorade® Thirst Quencher Powder (14 - 6 gal bags)
OR (3) Cases of Gatorade® Thirst Quencher Powder Sticks (240 - 20oz. sticks)
* (1) Case of 7 oz. Cups included with either powder selection
- OPTION #3 – (10) Cases of Gatorade Recover® Shakes (120 servings)
OR (10) Cases of Gatorade® Super Shakes (120 servings)
- OPTION #4 – (10) Cases of Gatorade® Protein Bars (120 servings)

*Create Your Own must consist of two different options. Choose flavor preference on reverse.



REFUEL & RESTORE

RETAIL VALUE ~~\$440~~
\$80

IDEAL TO REPLENISH ANY TEAM'S INVENTORY

- (1) Case of Gatorade® Thirst Quencher Powder (14 - 6 gallon bags)
OR (3) Cases of Gatorade® Thirst Quencher Powder Sticks (240 - 16.9oz. sticks)
- Choose one option below:
(1) Case of 7 oz. Cups (2,000 cups/case)
OR (24) Gatorade® Contour Bottles

*Choose flavor preference on reverse.

3.2 D Financial Funding Summary



5 YEAR FINANCIAL PROPOSAL						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Fixed Monetary Funding						
Revenue Share Upfront Payment	\$10,000	\$3,000	\$3,000	\$3,000	\$3,000	\$22,000
Charity Golf Tournament Payment	\$500	\$500	\$500	\$500	\$500	\$2,500
Gatorade Fuel Bar Setup Payment	\$5,000					\$5,000
Non-Monetary Funding						
Athletic Product Support Fund	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Administration Product Support Value	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
Athletics Sideline Support	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
Marketing Support Fund	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
Variable Funding						
20% Revenue Share True up *Estimate	\$4,077	\$16,149	\$18,108	\$18,186	\$18,268	\$74,788
TOTAL	\$31,577	\$30,649	\$33,608	\$33,686	\$33,768	\$163,288

3.2 D Revenue Share Model



In addition to the other benefits as described herein, Pepsi is pleased to be able to offer DISD **20%** of the Beverage Revenue generated on the campus.

Here's how it works; in year 1 Pepsi would pay \$10,000 (Revenue Share Advance) + \$5,000 (Fuel Bar support) and in years 2-5, we'd pay DISD **\$3,000**, as an advance payment on the Revenue Share. Then, in after year 1 once we sell DISD **\$75,000** of Beverages (\$15,000/ 20%), DeSoto will start accruing 20% of the Gross Beverage Revenue we generate on the campus which we will pay at the end of the year. In years 2-5 once we sell **\$15,000** of Beverages (\$3,000/ 20%) DeSoto will start accruing 20% of the Gross Beverage Revenue we generate on the campus which we will pay at the end of the year.

Year	1	2	3	4	5
Estimated Beverage Volume (cases)	2,534	2,534	2,534	2,534	2,534
Estimated Beverage Revenue	\$95,400	\$95,700	\$105,500	\$105,900	\$106,300
20% Revenue Share Target	\$19,080	\$19,140	\$21,100	\$21,180	\$21,260
Revenue Share Advance Payment	\$10,000 +\$5,000 Fuel Bar Support Fund	\$3,000	\$3,000	\$3,000	\$3,000
Revenue Hurdle	\$75,000	\$15,000	\$15,000	\$15,000	\$15,000
Estimated Revenue Share True up Payment	\$4,077	\$16,149	\$18,108	\$18,186	\$18,268

Funding will increase sequentially throughout the term as the campus beverage revenue increases.

3.2 E Non-Monetary Consideration

School Administration Free Goods= \$5,000 Value (Total Funding)

200 case allotment of 16.9oz Aquafina or 12oz canned soft drinks for years 1-5 of contract term.

Marketing Support Fund = \$15,000 value (Total Funding)

\$3,000 annual value for mutually agreed upon marketing programs or materials.

Athletics Free Goods= \$25,000 Value (Total Funding)

\$5,000 annual value allotment for years 1-5 of contract term.





PEPSICO

FULL-SERVICE VENDING

3.2 F

PEPSICO HAS AN UNMATCHED PORTFOLIO & INDUSTRY EXPERTISE TO WIN IN THE MARKETPLACE!



LEADING
THE WAY

Advantage Portfolio

- Provide greater product variety & the **#1 brands** consumers know and trust: Mtn Dew, Aquafina, Lipton, Gatorade, Naked, Tropicana & Starbucks
- Industry Leader in innovation; with brands like bubly & LifeWTR



Equipment Innovation

- Cashless Vending Standard:
 - Apple & Google Pay on all machines
- Glass Front & Specialty Options
- Industry Leading “Healthy Vending” Solution



Supporting Technology

- Telemetry & Easitrax Software
 - Live inventory
 - Space to Sales optimization; increases commissions
 - Auto Generated delivery alerts; Improves In-stock Levels



Preferred Partner

- Competitive Commissions
- Over 400 Routes serviced 6 days/week
- Free Enhanced Service & Delivery



3.2 F

PEPSICO VENDING IS A FULL SERVICE SOLUTION

BRINGING OUR PORTFOLIO, INNOVATIVE TECHNOLOGY AND INDUSTRY EXPERTISE TO OUR CUSTOMERS



**LEADING
THE WAY**

Benefits of Full Service Vending

- Free Equipment
- Free Delivery
- Free Labor
- Free Service
- Credit Card Readers
- Contactless Payment
- Greater Product Variety
- Category Management/ Optimization
- No Inventory
- No Labor
- No Sales Tax/ Deposit
- No Ordering
- No Out-of-Date Product
- No Employee Shrinkage
- No Vandalism or Liability
- Auto Repair alerts sent via telemetry



PEPSICO

foodservice | vending



3.2 F

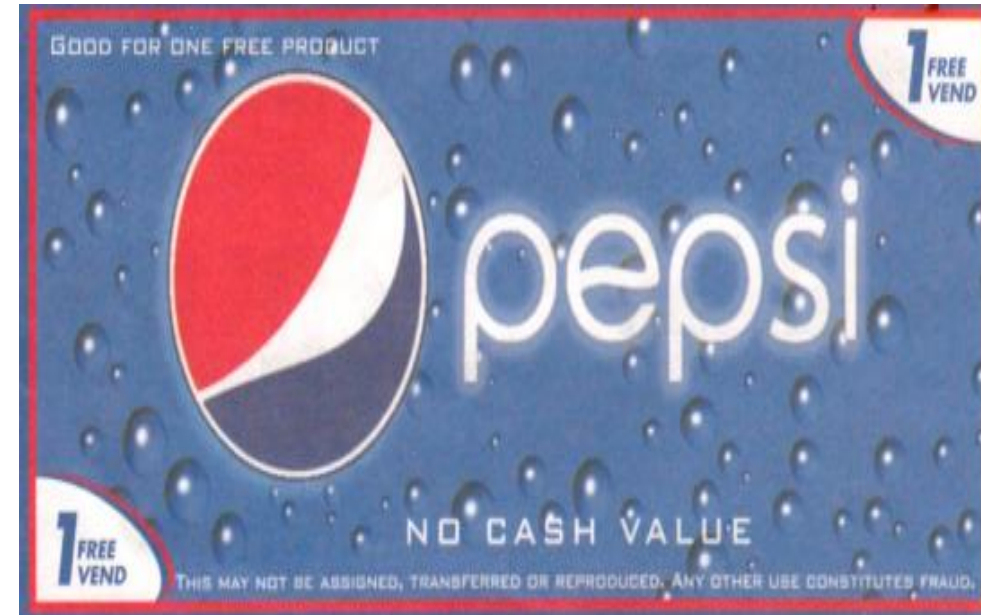
A Flexible Refund Program To Support Full Service Vending Activity

Service and Refund Communication

- Pepsi will provide a toll free number for any vending equipment issues.
- Pepsi will also provide a contact number and process for seeking refunds.
- Pepsi will communicate this information on all applicable vending machines.

Refunds

- The Pepsi Full Service Vending Representative assigned to Desoto ISD will be fully responsible for refunds with the school.
- Pepsi has ability to use a Coupon process for refunds and will work with Desoto ISD on the process to ensure refunds are handled appropriately for the students
 - Using a free vend coupon eliminates the need to have a cash refund bank
 - Can be mailed or handed out
 - Eliminates the risk of theft or trade loss





THE PEPSI BOTTLING GROUP

Refund Log

Print Name <small>(Print Drinking Island)</small>	Signature <small>(Print recognized)</small>	Refund Approved by <small>(Print Name / Date)</small>	Refund Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total Refund			

Refunds Received By:

Print Name

Signature

Position

Amount Received

Refunds Issued By Pepsi Driver:

Date Issued (m-d-y)

Driver Signature

Amount Applied to

Other Note



HELLO GOODNESS PROVIDES A MORE PREMIUM EXPERIENCE GROUNDED IN TRUST

Better- For-You

Healthier options give busy, on-the-go consumers the fuel they need, plus the comfort of knowing they are doing something good for themselves

Better Experience

With elevated design, equipment, interface, and information brings the experience to a whole new level

Trusted Brands

Curated with expertise means strong consumer appeal, the variety they crave, and the confidence they need

24/7

24/7 is the new 9 to 5, people need a partner to help them get through their day



WE PROVIDE PRESCRIPTIVE BRAND SET RECOMMENDATIONS BASED ON SALES DATA

BEVERAGE EQUIPMENT GRAPHICS STANDARDS GUIDE – HEALTH CARE



PEPSI OR AQUAFINA GFV



Ranked from
Left to Right
by Priority



HELLO GOODNESS GFV



STARBUCK'S GFV



Sample

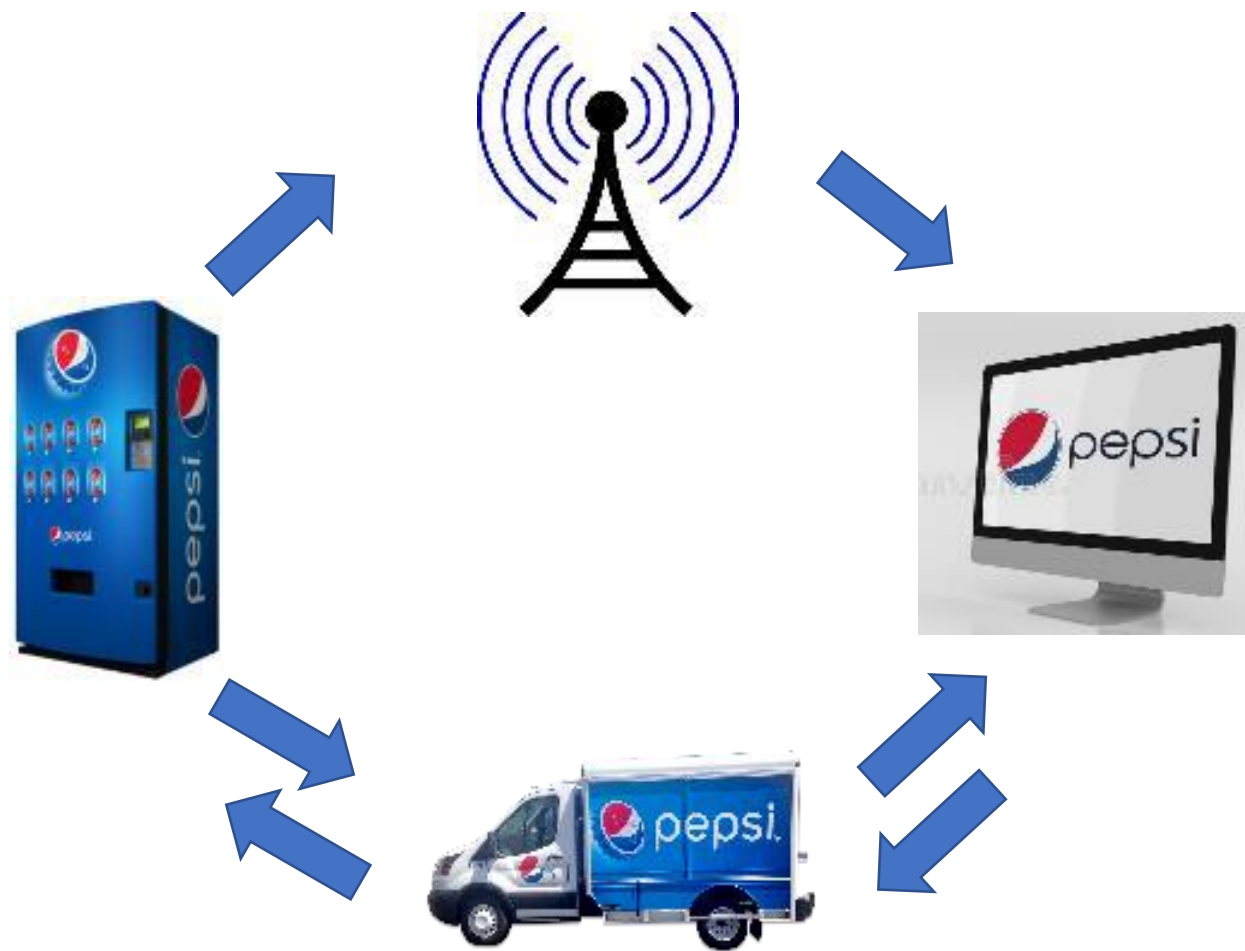
Support

- **Dedicated Vending Analyst**
Team continuously optimize brand sets using real time, machine sales data from Easitrax
- Leverage **IRI and machine level data** to ensure we are consistent with recent trends
- **Vending recommendations** based on business segment
 - Branding/Type of machine
 - Planogram

3.2 F

WHAT IS EASITRAX?

Telemetry



3.2 F

Benefits



Maximize Sales - Enables acceptance of all forms of cashless payments



Timely Service - Real time data to determine product assortment




No Out of Stocks - Machines tell us the optimal time to schedule deliveries



Less Downtime - Repair issues are reported by the machines

EASITRAX PROVIDES A WIDE RANGE OF REPORTING



PepsiCo - Production

Welcome, 11410881 [Easitrax System Administrator] | [Log Out](#)

Scheduling

Reconciliation

Status/History

Reports

Configuration

Dashboard

Admin

Select Report

Scheduled Reports

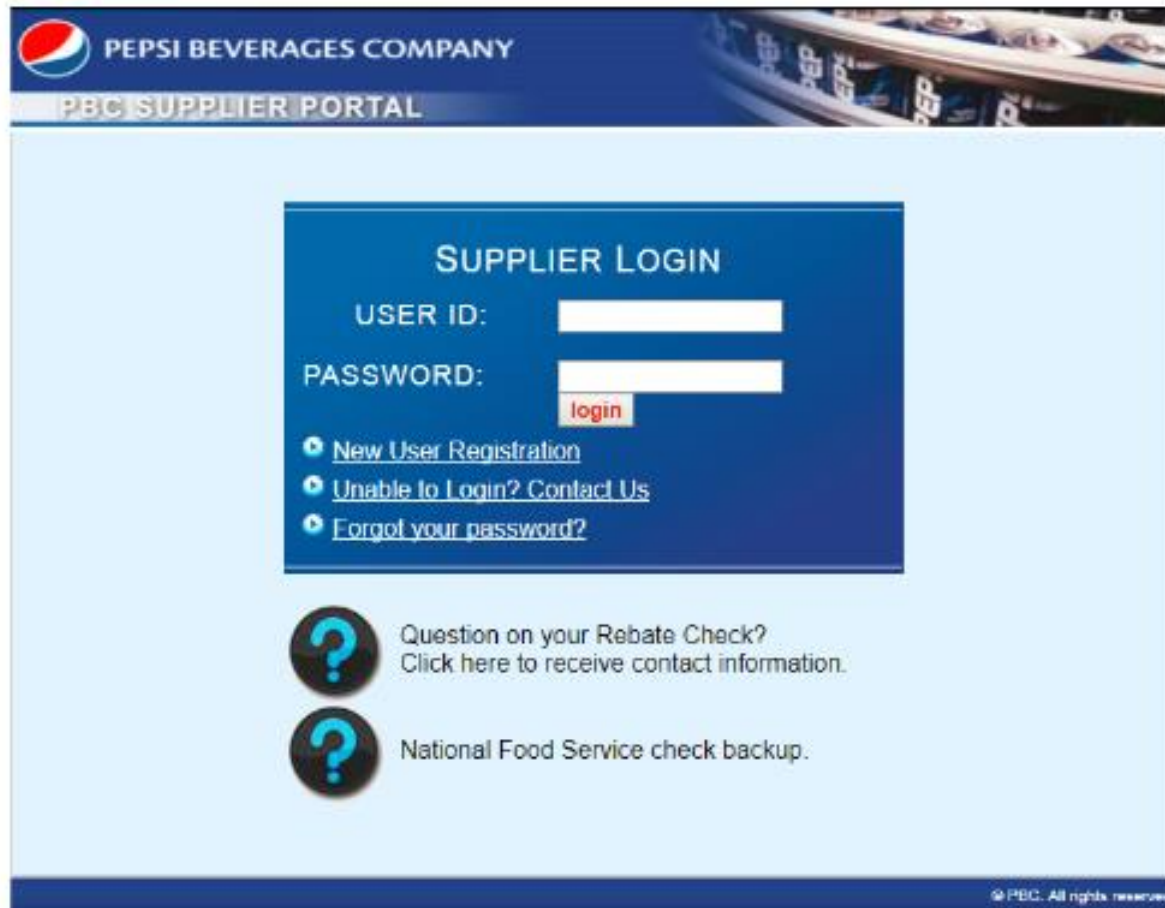
Select Report

[Home](#) > [Reports](#) > Select Report 

System	Machine	Product	Errors	Telemeter	Cash Accountability
 Business Health	 Delivery Short Fills and Over Fills	 Inactive Products	 Active Events	 Alarm	 Cash Accountability Summary
 Driver Activity	 Fill Level Discrepancy Report	 Low Selling Product	 DEX Failed	 Call In Pareto	 Daily Driver Accountability
 Driver Itinerary	 Group Members	 Machine Out of Stock	 Invalid Button Map	 Did Not Call	 DEX Cash Accountability
 Fill Accuracy	 High Vends	 Model Capacities	 Out Of Stock	 Did Not Call History	 Machine Accountability Summary
 Key Performance Indicator	 Installation Form	 Out of Stock Detail	 Service Group Exceptions	 Excessive Calls	 Perpetual Inventory Detail
 Key Performance Indicator - Multi Select	 Low Vends	 Out of Stock Summary	 Settlement Discrepancies	 Pending Updates	 Vend Price Discrepancy
 Load Exception	 Machine Configuration	 Space to Sales		 Scheduled Vs. Actual Call	
 Load Report	 Machine Notes	 With Or Without Products		 Telemeter Configuration Report	
 Packs Scheduled vs. Delivered	 Machine Product Allocation			 Telemeter Installation History	
 Planning Opportunity	 Machine Schedules Report				
 Route Card	 Machines Closed				
 Route Schedule History (By Branch)	 Machines Not Filled				
 Route Schedule History (By Route)	 Machines Not Settled				
 Service Group Summary	 New Placements				
	 Out Of Standard - Detail				
	 Out of Standard - Summary				
	 Seasonal Variation				
	 Service Group Candidates				
	 Vendor Utilization				

3.2 F

COMMISSIONS STATEMENT SUPPLIER PORTAL



The screenshot shows the 'PEPSI BEVERAGES COMPANY' and 'PBC SUPPLIER PORTAL' header. The main content area is titled 'SUPPLIER LOGIN' and contains a 'USER ID:' field, a 'PASSWORD:' field, and a red 'login' button. Below the login fields are three links: 'New User Registration', 'Unable to Login? Contact Us', and 'Forgot your password?'. At the bottom left, there are two question mark icons with text: 'Question on your Rebate Check? Click here to receive contact information.' and 'National Food Service check backup.'. The footer at the bottom right says '© PBC. All rights reserved.'

Customers can access and download commission reports and back up for their payments.

Supplier Portal Link:

<https://www.pbgremit.com>

Access to:

- Detailed Commission Information
- Contact info for rebate questions
- Request back-up for checks

- Click “**New User Registration**” to obtain customer id and password
- Click the **Full Service** tab to choose to run a commission report
- Commission report can be exported to excel

3.2 F

OVERVIEW - WHY CASHLESS?

Consumer

Cashless Payments offer speed, convenience, reliability

Fits with Consumers “On-The-Go” Lifestyles

Removes barriers to sales and provides consumers w/ alternatives to Cash

Category

- There were a total of 1.12 billion credit cards in 2018 and the projection for 2023 is more than 1.25 billion.
- The average American has 4 credit cards
- American spent over 15 Trillion dollars annually with credit cards

Company

- Drive 20% Increase in sales...driving profits
- Conducive to higher mech rates offerings i.e. +\$1.50
- Reduce Trade Loss Exposure
- Enables telemetry for routing efficiencies

Competition

- Competition has offered cashless for years...more relevant to customers



3.2 F

CASHLESS VENDING BENEFITS

- **Volume & Revenue Lift**
- **Revenue Lift**
- **Mech-Rate Increase**
- **ROIC Improvement**
- **Selling New Business**
- **Supports Acct. Retention**
- **Reduced Time to Service**
- **Reduces Vandalism**

ON AVERAGE, CASHLESS VENDING
PROVIDES A REVENUE LIFT OF 20%



- **Trade Loss Reduction**
 - Less Cash = Reduced Risk
- **Less Coin Handling**
 - Avoid Charges to Count Coin
- **Less Bill Handling**
 - Reduce Full DBV Conditions
- **Operational Ease**
 - Simple Installations

The **Payment Card Industry Data Security Standard (PCI DSS)** is a set of **security standards** designed to ensure that ALL companies that accept, process, store or transmit credit card information **maintain a secure environment**

The Payment Card Industry Security Standards Council job is to **manage the ongoing evolution of the Payment Card Industry (PCI) security standards** with a focus on improving payment account security throughout the transaction process

The PCI DSS is an independent body that was created by the major payment card brands (Visa, MasterCard, American Express, Discover and JCB.)

PepsiCo Vending complies with all PCI requirements and demands the same from all hardware suppliers



EQUIPMENT OPTIONS

3.2 F



ADVANTAGED EQUIPMENT OPTIONS

Core Glass Front



Specialty Glass Front



Equipment Guidelines

- Glass Front and Specialty equipment must meet minimum SKU requirements
- Please refer to PEP Merchandising Standards for placement recommendations

Core Stack



Specialty Stack



3.2 F

HELLO GOODNESS WHEN BETTER-FOR-YOU IS IMPORTANT

3.2 F



INDUSTRY'S #1 HEALTHY VENDING PLATFORM

BETTER-FOR-YOU CHOICES FOR TODAY'S BUSY "ON THE GO" CONSUMERS

Better for you Options

- Trusted products that meet PepsiCo's healthy guidelines



Elevated Experience

- Engaging equipment specially designed to stand out from traditional



Trustworthy Choice

- Only branded platform of its kind featuring trusted brands consumers are looking for



3.2 F

HG VENDING EQUIPMENT AVAILABLE



Robotic Hello Gdns BM4
72"H x 47"W x 32"D

2336.32 VEND GFV LG
BM4 HG



Merchant Bev 6
72"H x 47"W x 32"D

2337.32 VEND GFV LG
BM6 HG



HVV Hello Goodness
72"H x 39.5"W x 35"D

2221.32 VEND MED HVV
HG



Galaxy Hello Goodness
72"H x 39.5"W x 35"D

2121.32 VEND MED Stack
HG GLXY

3.2 F

EQUIPMENT PLACEMENT GUIDE

Stack Vendors

Subtype – VEND MED Stack

Dim: (WDH) 39.50 x 35.00 x 72
Capacity: 278 Bottles / 471 Cans

GRAPHIC OPTIONS



Large Glass Front – (Robotic Arm)

Subtype – VEND GFV LG

Dim: (WDH) 47.00 x 32.00 x 72
Capacity: 320-504 packages

GRAPHIC OPTIONS



CASHLESS READER

Standard placement on machines
>20 cases/year



- Indoor and outdoor placements
- Volume threshold: >50 cases/year
- Segment specific placement recommendations & POGs found in Merch Standards
- Recommended # SKUs: 5-7

- Indoor use only
- Volume threshold: >150 cs/year
- Segment specific placement recommendation & POGs found in Merchandise Standards
- Recommended # SKUs: 15-17

- Use for FSV ONLY
 - NO 3POs
 - NO Self Fill
- 4 in 1 Readers accept; Dollar Bills, Credit Cards, Apple/Google Pay & Coupons
- Need cell service
 - AT&T or Verizon

PERFECT FIT FOR K-12 WITH #1 HEALTHY VENDING PLATFORM



Over 250 USDA Compliant Products from trusted brands
students know & love!

AQUAFINA

G

Ocean Spray

Lipton

KODAK

PURE LEAF

hello
Goodness™

USDA Smart Snack
Compliant High Schools



A turnkey, on-trend platform offering
choices for students on-the-go.

- Industry Leading Healthy Vending Platform with USDA Approved Better for You options students are familiar with and looking for!
- Multiple equipment types to choose
- Recommended brand sets utilizing USDA compliant products & cashless capabilities that together will increase your sales and commissions.

USDA APPROVED BEVERAGES FOR K-12



2021-2022 Products Meeting USDA Smart Snack Standards for (K-12) Schools

Meet USDA Smart Snack Regulations for
K-12 Schools (for midnight before until
30 minutes after the School Day)



USDA Permitted Beverages	Brands	Size	Elem. Schools	Middle	High
Plain water or plain carbonated water	Aquafina	Any	✓	✓	✓
	Schweppes Sparkling Seltzer Water: Original	Up to 20 oz.	✓	✓	✓
	LifeWtr	Any	✓	✓	✓
	LifeWtr Immune Support	1 liter	✓	✓	✓
Calorie-free, flavored water with or without carbonation	Aquafina Flavor Splash: Grape, Raspberry, Wild Berry	20 oz.	✗	✗	✓
	Propel: Berry, Grape, Kiwi Strawberry, Lemon, Watermelon, Mango Available February 2021	Sizes Vary 16.9/20 oz.	✗	✗	✓
	Propel Unflavored Electrolyte Water	25.4 /33.8 oz.	✗	✗	✓
	Schweppes Sparkling Seltzer Water: Lemon/Lime, Orange, Black Cherry, Raspberry Lime, Pink Grapefruit	12 or 20 oz.	✗	✗	✓
	SoBe Lifewater 0 Calorie: Acai Raspberry, Black and Blue Berry, Blood Orange Mango, Fuji Apple Pear, Strawberry Dragonfruit, Yumberry Pomegranate	20 oz.	✗	✗	✓
	SoBe Lean Cranberry	Flt	✗	✗	✓
	Bubly Bounce new! Available March 2021 (limited distribution) Blood Orange Grapefruit, Blueberry Pomegranate, Mango Passionfruit	12/16 oz.	✗	✗	✓
	Bubly Sparkling Water: Lime, Grapefruit, Strawberry, Lemon, Orange, Apple, Mango, Cherry, Peach, Cranberry, Raspberry, Blackberry, Blueberry Pomegranate, White Ginger Peach available February 2021	Sizes Vary 12/16/20 oz.	✗	✗	✓
	Dole Shelf Stable Juices: Apple, Orange	10 oz.	✗	✓	✓
	Naked Juice: Berry Blast, Blue Machine, Green Machine, Mighty Mango, Strawberry Banana	10 oz.	✗	✓	✓
100% Fruit and/or Vegetable Juices	Tropicana Chilled Juices: Apple Juice, Grape Juice	12 oz.	✗	✓	✓
	Tropicana Pure Premium: Orange Juice - No Pulp, Orange Juice with Calcium & Vit D, Orange Juice - Some Pulp, Red Grapefruit Juice	Sizes Vary 6 to 12 oz.	Up to 8 oz.	Up to 12 oz.	Up to 12 oz.
	Tropicana Shelf Stable Juices: Apple, Orange, Strawberry Kiwi, Fruit Medley, Ruby Red Grapefruit, Strawberry Orange	10 oz.	✗	✓	✓

USDA Smart Snack Standards for Beverages in K-12 Schools

The following standards apply to beverages sold to students from midnight before until 30 minutes after the official school day in public schools that participate in the national school meal program.

Category	Elementary	Middle	High
Plain water or plain carbonated water	Any size	Any size	Any size
100% fruit/vegetable juice and 100% fruit/vegetable juice diluted with water (with or without carbonation) and no added sweeteners	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
Unflavored low-fat milk and flavored or unflavored fat-free milk and nutritionally equivalent milk alternatives	≤ 8 fl oz	≤ 12 fl oz	≤ 12 fl oz
Calorie-free, flavored water, with or without carbonation	Not permitted	Not permitted	≤ 20 fl oz
Other flavored and/or carbonated beverages labeled with less than 5 calories per 8 fl oz or no more than 10 calories per 20 fl oz	Not permitted	Not permitted	≤ 20 fl oz
Other flavored and/or carbonated beverages labeled with no more than 40 calories per 8 fl oz or no more than 60 calories per 12 fl oz	Not permitted	Not permitted	≤ 12 fl oz
Caffeinated beverages	Not permitted*	Not permitted*	Permitted

[OneSource Link](#)



PEPSICO

PEPSICO TEAM AND COMPANY

3.2 G-H

3.2 G Primary Contact:

Dedicated Account Manager



Adrian Cook

Key Account Manager

15 Year Employee



Responsible for the execution elements of the agreement.

- Will be the main point of contact with DeSoto ISD representatives to build a strong partnership that will maximize revenue potential and enhance student life.
- Works closely with the PBC Selling Operations team to ensure overall customer satisfaction.
- Meet with DISD representatives to conduct business reviews including:
 - Discuss general operations
 - Volume results by location, opportunities
 - Issue resolution
 - Gatorade athletic support
 - Present new brands and ideas
 - Manage disbursement of all funding elements in a timely manner
- Maintain constant, regular communication with DISD to ensure Pepsi is providing service excellence every day.

Contact information - email: Adrian.cook@pepsico.com 469-446-0638

3.2-G Organization Chart



Desoto ISD PepsiCo Support Team- North Texas



Adrian Cook
Key Account
Manager
16 Years
Dallas, TX



Amber Schoenky
Sr Foodservice
Sales Manager
8 Years
Dallas, TX



Will Dickson
Unit Sales
Manager
5 years
Mesquite, TX

Divisional Leadership Support Team- Central Division



Anna Bathrick
VP
Foodservice
19 Years
Chicago, IL



Joshua Johnson
Foodservice
Director
8 Years
Dallas, TX



Toney Todd
North Texas
Market Manager
20 Years
Mesquite, TX

Senior Leadership Support Team- North America



Kirk Tanner
Chief Executive
Officer PBNA
26 Years
White Plains, NY



Anne Fink
President
PepsiCo
Foodservice
30 Years
White Plains, NY



Ramon Laguarta
Chief Executive
Officer PepsiCo
25 Years
White Plains, NY

3.2-H PepsiCo is the Right Partner for DeSoto ISD



Partnership approach that puts DISD first

Our partnership approach is to listen first, in order to understand your goals and objectives. Our recommendations will always be based on what will engage your students and meet stakeholder's goals in order to maximize value to DISD.

A Global Leader

PepsiCo is the leading food and beverage company in the U.S. and the world's second leading food and beverage company with over \$79 billion in net revenue



Strong Local and National Distribution System

PepsiCo North American Beverages (NAB), markets, makes and sells beverages in North America. We own over 80% of our distribution network (bottlers) making NAB the largest beverage company in America. Mesquite is a PepsiCo owned location and with that brings all the skill and expertise of a Fortune 50 company in direct support of our partnership with DeSoto ISD.

Strategic Local and National Partnerships

We have strategic partnerships with strong local and national brands that consumers love. We can bring relevant brands to DISD in order to drive on-campus engagement and fan excitement.



3.2-H PepsiCo is the Right Partner for DeSoto ISD



Guided by “Performance with Purpose”








































At PepsiCo, we aim to deliver top-tier financial performance over the long term by integrating sustainability into our business strategy, leaving a positive imprint on society and the environment. We call this Performance with Purpose. This vision means creating products that our consumers are eager to buy, and our employees are proud to sell. It starts with what we make — a wide range of foods and beverages from the indulgent to the more nutritious; extends to how we make our products — conserving precious natural resources and fostering environmental responsibility in and beyond our operations; and considers those who make them — striving to support communities where we work and the careers of generations of talented PepsiCo employees.

Powerful Portfolio of Relevant Brands

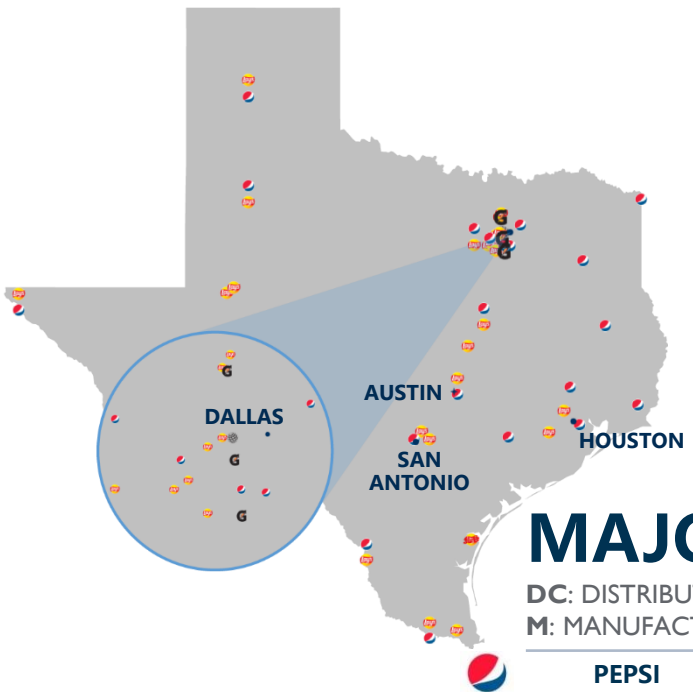
PepsiCo has over 23 iconic, billion-dollar brands and offers products to over 200 countries and territories. We have a full range of beverage options that meets the needs of today’s consumers, including brands your community knows and loves.

Future-Focused

PepsiCo is investing heavily in innovation and is committed to bringing insights, product innovation and experiential design expertise to DeSoto ISD in order to help you stay in tune with members of your community.

<div>CSD (Soda)</div> <div></div>	<div>Hydration</div> <div></div>	<div>Tea</div> <div></div>	<div>Juice/Juice Drinks</div> <div></div>
<div>Sports Drinks</div> <div></div>	<div>RTD Coffee</div> <div></div>	<div>Functional Beverages</div> <div></div>	<div>Specialty</div> <div></div>

PEPSICO TEXAS



MAJOR FACILITIES

DC: DISTRIBUTION CENTER HQ: HEADQUARTERS
M: MANUFACTURING PLANT O: OFFICE W: WAREHOUSE

	PEPSI	AMARILLO (DC), AUSTIN (DC), BEAUMONT (DC), CONROE (DC), DALLAS (DC), EL PASO (DC), FORT WORTH (DC), GRAND PRAIRIE (DC), HALLETTSVILLE (DC), HIDALGO (DC), HOUSTON (M), LAREDO (DC), LUBBOCK (DC), LUFKIN (DC), MESQUITE (M), PLANO (O), SAN ANTONIO (M), TEXARKANA (DC), TYLER (WINONA) (DC), WACO (DC)
	FRITO-LAY	AMARILLO (DC), ARLINGTON (M, DC), AUSTIN (DC), BELTON (DC), CARROLLTON (DC), CORPUS CHRISTI (DC), DALLAS (DC X2), EL PASO (DC), FORT WORTH (DC), FRISCO (W), GRAND PRAIRIE (DC), HARLINGEN (DC), HOUSTON (DC), IRVING (M), LAREDO (DC), LUBBOCK (DC), MEXIA (PEC), MIDLAND (DC), ODESSA (DC), PHARR (DC), PLANO (HQ), ROSENBERG (M), SAN ANTONIO (M), SAN ANTONIO (DC), WOODWAY (DC)
	GATORADE	DALLAS (M), FRISCO (SPORTS SCIENCE INSTITUTE), LANCASTER (DC)
	INDEPENDENT BOTTLERS	CORPUS CHRISTI
	CORPORATE	DALLAS (R&D)

EMPLOYEE COUNT

14.9k
Employees

OUR KEY PARTNERS

- Baylor University
- Dallas Cowboys (AT&T Stadium)
- Houston Rockets (Toyota Center)
- Lamar University
- Prairie View A&M University
- Sam Houston State University
- Texas A&M University System
- University of Texas Branch Campuses



DID YOU KNOW?

Texas is the birthplace of Frito-Lay!

In June 2021, we announced a \$200MM investment at our Rosenberg site, which will add two manufacturing lines and increase our warehouse capacity.

PRODUCTS WE PRODUCE IN-STATE

Beverages: Aquafina, bubly, Diet Mountain Dew, Diet Pepsi, Gatorade, Manzanita, Mountain Dew, Mountain Dew Zero, Mug Root Beer, Pepsi, Pepsi Zero Sugar, Propel, Sierra Mist, Sierra Mist Zero Sugar, Tropicana Fruit Punch, Tropicana Lemonade

Food: Cheetos, Chester's, Doritos, Fritos, Lay's, Funyuns, Ruffles, Sabritas, Santitas, Smartfood Popcorn, Tostitos



3.2-H Proposer Profile



Legal name of Respondent Company: *Bottling Group, LLC DBA Pepsi Beverages Company*

Address of principal place of business: *1111 Westchester Ave, White Plains, NY 10604*

Address of office providing service under this RFP: *4532 I-30 Mesquite, TX 75150*

Number of years in Business: *65+ years*

State of incorporation: *New York*

Number of Employees: *~60K*

Annual Revenue Volumes: *PepsiCo annual revenues are > \$60 Billion*

Name of Parent Corporation: *PepsiCo, Inc.*



PEPSICO

EQUIPMENT & EQUIPMENT REPAIR

3.2- I, K

3.2-I, K Equipment Service and Support



Service Response Commitment

- 24-hours Response Time For Vending Machines
- Most repairs completed within 12 hours of service call
- Majority of calls received prior to 12:00pm will be serviced the same day
- If machine develops a multiple pattern of repairs , equipment will be traded out.



Service Center

- Calls Answered 365 Days – 24 Hr/Day
- Service Dispatched 24 Hour, 7 Days a Week
- Trained For Troubleshooting
- Phone Repair
- Equipment will be replaced after full assessment of the situation



Preventative Maintenance

- Scheduled Proactive Maintenance
- 70 Point Checklist
- Comprehensive Coverage Of All Components



Training

- Providing Quality Guidelines And Troubleshooting
- Quality Kits Available
- Train The Trainer



Cooler Equipment



Countertop Cooler: 6/7 CF
Subtype – COOL 6/7 CF

Dim: (WDH) 20.38 x 24.88 x 35.50
Cap: 2 Flat Shelves / 90 20oz Bottles

AVAILABLE GRAPHIC OPTIONS

1 Door Swing Cooler: 10 CF
Subtype – COO 1 DR 10CF

Dim: (WDH) 25.63 x 22.75 x 54.00
Cap: 126 20oz Bottles

AVAILABLE GRAPHIC OPTIONS

1 Door Swing Cooler: 12 CF
Subtype – COO 1 DR 12CF

Dim: (WDH) 24.88 x 24.50 x 62.00
Cap: 168 20oz Bottles

AVAILABLE GRAPHIC OPTIONS

Harmony Pepsi: 10/12 CF
Subtype – COO 1DR 10, 12, 26 CF

Dim: (WDH) Same as Base cu ft cooler
Cap: Same as Base cu ft cooler

10 CF Graphics

12 CF Graphics

26 CF Graphics

AVAILABLE GRAPHIC OPTIONS

Cooler: 26 CF
Subtype – COO 1 DR 26CF

Dim: (WDH) 30.63 x 29.75 x 78.13
Cap: 360 20oz Bottles

AVAILABLE GRAPHIC OPTIONS

2 Door Slide Cooler
Subtype – COO 2DR
SL 45/47CF

Dim: (WDH) 52.00 x 29.50 x 78.13
Cap: 560 20oz Bottles

AVAILABLE GRAPHIC OPTIONS



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MARKETING

3.2- J

3.2- J Sample Marketing Activations



Leveraging Partnership Assets to bring activations that drive foot traffic and beverage incidence



New Jaylon Smith Partnership

Cornhole Tournament



Food Pairings Signage



3.2- J Sample Marketing Activations



Enticing and Engaging the consumer to participate in the activation and delight them with exclusive prizes!

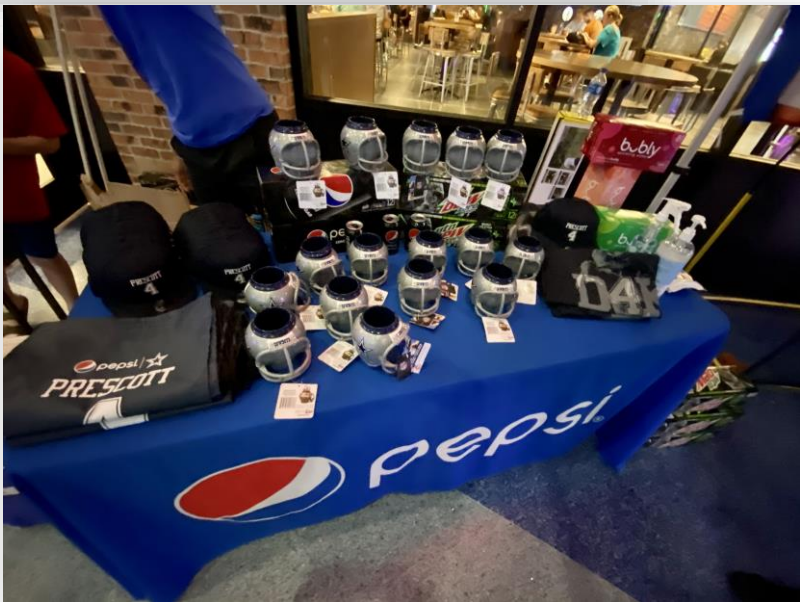


Food Pairings Signage



Bubly Mixology Cart

3.2- J Sample Marketing Activations



3.2- J Sample Marketing Materials



Ice Barrels



Umbrellas



Nostalgic Signs/Clocks



Menu Boards & POS



Custom Print Marketing
Banners, signs, table tents, etc..



Logos and Product Images
For digital application





PEPSICO

EQUIPMENT & CAPABILITIES APPROACH 3.2- L, M, S

3.2 L & S Pepsi Will Continue Service of the existing 35 Beverage Vending Machines and 49 Coolers throughout DISD



Pepsi will collaborate with DISD to maintain or refresh the right machines in the right place and is open to placing additional equipment at DISD's request and growing needs

Pepsi is committed to:

- Walk campus with DISD Team to identify any incremental needs or refreshing of equipment or graphics
- Review volume history per machine with DISD Quarterly
- Re-deploy existing placements if volume is below acceptable level
- Ensure right brands are merchandised based on campus retail sales
- Using Energy Star Certified Equipment to Reduces Emissions AND Save DISD Money
 - PepsiCo is committed to continually reducing the amount of energy that these machines use through innovation and upgrades to our existing machines. Since 2004, we have reduced the energy consumption of new units by 60 percent as a result, we have saved our customers 1.25 billion kilowatt hours in 2015 vs 2007, reducing GHG emissions by 456,000 million metric tons.
 - PepsiCo has pledged to achieve net-zero emissions by 2040
 - <https://www.pepsico.com/our-stories/story/pepsico-continues-progress-towards-ambitious-climate-goals>



This is not a one time event. It is an on-going process to ensure that we are maximizing the total vending opportunity on campus.

3.2- M World Class Service Executed Locally



Our Service Commitment to Desoto Independent School District



Fountain, bottle and can products will be delivered by a PepsiCo delivery representative.

- Product delivery schedule will be mutually agreed upon between Pepsi and DISD that is based on campuses needs



A dedicated PepsiCo Sales Representative will be responsible for all DISD locations.

- Inventory and product ordering
- Merchandise beverage coolers & ensure proper product rotation
- Execute marketing programs
- Introduce innovative brands
- Maximize DISD sales and revenue



Full Service Vending representative committed to the DISD

- Inventory management
- Product selection maximization
- Equipment standards and cleanliness



Customer Service

- Provide same day emergency delivery service

- ✓ Deliveries made 48 hours after order of normal scheduled delivery
- ✓ Additional deliveries will be made as needed
- ✓ Delivery frequency can be adjusted based on needs of the campus



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REFERENCES & SUPPLEMENTAL INFO N-T

3.2- N References



SCHOOL NAME	ADDRESSES	CITY	STATE	CONTACT NAME/TITLE	PHONE/ EMAIL	YEARS AS A PARTNER	DESCRIPTION OF SERVICES
University of Texas-Arlington	701 S Nedderman Drive	Arlington	TX	Charles Brooks Senior Contract Specialist	817-272-2140 charles.brooks@uta.edu	10+	Complete campus beverage service including vending, fountain and retail
Dallas Baptist University	3000 Mountain Creek Pkwy	Dallas	TX	Jonathan Teat VP Administrative Affairs	214-333-5128 jonathan@dbu.edu	5	Complete campus beverage service including vending, fountain and retail
Greenville ISD	4004 Moulton	Greenville	TX	Brenda Russell Director of Purchasing	903-408-4419 russellbl@greenvilleisd.com	5	Complete campus beverage service including vending dining and concessions
HEB ISD	1849a Central Dr.	Bedford	TX	Cindy Willis Director of Purchasing	817-399-2036 cindywillis@hebisd.edu	7	Complete campus beverage service including vending dining and concessions
Texas A&M Commerce	2200 Campbell St	Commerce	TX	Jennifer S. Perry Manager & Records Retention Officer	903-886-5666 Jennifer.Perry@tamuc.edu	9+	Complete campus beverage service including vending, fountain and retail



3.2- O

Supplementary information may be requested by the School to assure that the offeror's competence, business organization, and financial resources are adequate to successfully perform the specified service.

Agreed, pertinent information may be requested to assure contract competence.

3.2- P

Proposals are required to be complete and accurate. Omission, inaccuracy of misstatements may be sufficient cause for rejection of proposal.

Agreed.

3.2- Q

PepsiCo has been and will continue to be an equal opportunity employer. Developing EEO policy statements, Affirmative Action Programs, and internal and external communication procedures annually.

In 2020, we announced our Racial Equality Journey (REJ) Initiative, which is investing more than \$570 million over five years to increase Black and Hispanic representation at PepsiCo and in our partnerships and supply chain. We are also committed to helping dismantle systemic barriers in Black and Hispanic American communities.

PepsiCo follows all federal, state and local regulations governing beverage sales in schools and the company's Global School Beverage Policy (available on pepsico.com).

Consistent with federal regulations issued by the U.S. Department of Agriculture (USDA) and PepsiCo's Global School Beverage Policy, PepsiCo will offer schools only those beverage products that meet the standards, if such products are to be sold to students. In addition, PepsiCo will not offer caffeinated beverages that are marketed as energy drinks for sale to students in elementary, middle or high schools, even if they meet these standards, and will follow state and local regulations if stricter than these standards.

3.2- R



A demonstrated compliance with Texas contracting statutes and regulations.

Pepsi agrees to comply with Texas contracting statutes, regulations, and laws and can provide any further needed information.

History of contracts entered into with Texas schools over the two (2) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.

Pepsi Beverages has entered into contracts with but not limited to Texas A&M University, Texas Christian University, Tarleton State University, HEB ISD, Northwest ISD, Sunnyvale ISD. Additional locations may be provided upon request.

History of violations of Texas statutes and regulations during the five (5) year period immediately prior to the published date of the RFP.

Pepsi is committed to full compliance with Texas statutes and regulations.

As a local business, we employ state residents and contribute to the communities in which we live and work. In 2020, PepsiCo and The PepsiCo Foundation gave a total of **\$20.5MM** to various initiatives in Texas — below are a few examples of organizations we support:



BE A CHAMPION

The PepsiCo Foundation provided funds for outreach to underprivileged youth in the Houston area through sports, education and nutrition programs.



BUILDING THE FUTURE TOGETHER

PepsiCo, through its Frito-Lay brand, partnered with Feed the Children to provide donations to five Houston-area high schools during the 2020-2021 school year, supplementing 33K meals and providing monthly deliveries of school supplies, snacks, books, hand sanitizer and personal care items.



CITY SQUARE

PepsiCo's donation helped reduce poverty and promote racial equity in the Dallas Metro, including by addressing hunger and health inequities as well as supporting affordable housing options.



UNITED WAY (METRO DALLAS CHAPTER)

PepsiCo's donations helped identify and resolve pressing community changes in the Dallas Metro related to education, income and health via partnerships with local schools, government agencies, businesses and more.



UNITED WAY SOUTHERN DALLAS THRIVES (SDT)

A collaboration between Frito-Lay, The PepsiCo Foundation and the United Way of Metropolitan Dallas, SDT aims to improve the quality of preschool education in Southern Dallas, provide families with nutritious meals and prepare high school students with the career and college preparation they need to succeed – all while giving unemployed or underemployed parents access to childcare and job skills training, they need to excel in the workforce.



In 2021, we launched pep+ to transform the way we grow and create value by operating within planetary boundaries and inspiring positive change. pep+ drives action across three key pillars:



Positive Agriculture

Sustainably sourcing crops and ingredients in a way that restores the earth while strengthening farming communities.



Positive Value Chain

Making products in a way that builds a circular and inclusive economy.



Positive Choices

Inspiring people through our brands to make choices that are better for themselves and the planet.



WESTERN TRAIL WIND FARM

In 2021, PepsiCo signed a long-term power purchase agreement with Ørsted to buy energy from the 367-megawatt wind project in Texas.



THE RECYCLING PARTNERSHIP

As part of the "All In On Recycling" initiative, we partnered with this organization to invest in improvements to recycling programs in Texas.

OUR COMMITMENT TO DIVERSITY



We have long recognized that our company thrives when we reflect the communities we serve. Accordingly, in 2020, we spent close to **\$1.1B** with diverse suppliers across the country, including **\$164.9MM** in Texas.

We also launched our **Racial Equality Journey** (REJ) that same year, committing more than **\$570MM** through 2025 to lift up minority communities and increase representation at PepsiCo.

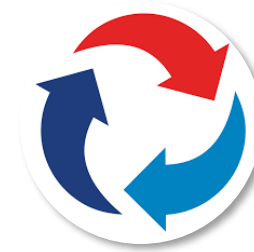
3.2- S



School has made a commitment to energy and natural resource conservation. The Offeror must provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency for vending machines. The offeror is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products. Include complete energy efficiency information on the equipment being proposed, including provisions for or inclusion of peripheral energy saving equipment such as the “Vending Miser”.

Pepsi currently uses and places ENERGY STAR certified vending machines.

Pepsi will not include provisions or comply with the use of “Vending Misers” on Pepsi company owned vending equipment as these devices interrupt the telemetry communication from the machines and our scheduling / reporting system.



PEPSICO

RECYCLING

3.2 - T

87% of Our Packaging Worldwide is Fully RECYCLABLE, Compostable and Biodegradable TODAY*, With a Goal of 100% by 2025

RECYCLABLE PACKAGING



EXAMPLES OF NON-RECYCLABLE PACKAGING TODAY



Packaging with shrink labels



Packaging with PVC neck bands

PEP R&D working on technical solves to make remaining recyclable

* Source: <https://www.pepsico.com/esg-topics-a-z/packaging>

And we are exploring adding Recycling Labels to our Packages



WHAT IS THE HOW2RECYCLE LABEL?

- It's a labeling system that follows Federal Trade Commission Green Guides
- Labels are standardized across the industry to clearly convey to consumers how to recycle a package
- In the US, many of our brands currently use, or have applied to begin using, the HOW2RECYCLE label (e.g., Quaker, Tropicana, Lipton, Pure Leaf, LifeWTR, Aquafina, IZZE, Starbucks)



SUSTAINABLE PACKAGING
COALITION®

RECYCLE: Invest in Recycling Systems to Prevent Plastic from Becoming Waste

ADDRESSING BARRIERS TO RECYCLING



Investing To Transform Recycling Infrastructure



Cross-Industry Collaboration to Help Get *Every Bottle Back*

ENGAGING CONSUMERS IN RECYCLING



PepsiCo BottleLoop
Powered by Replenish



RECYCLE
RALLY

Recycling Made Easy

K-12 Schools

Click here to learn more about [Recycle Rally](#) & [BottleLoop](#)



Events



Community Programs

Customer Recycling Best Practices

Front of the House

- **Enough recycling bins**

- At least one at every entrance/exit
- At least one per trash can



- **Appropriately sized bins**

- Assuming your recycling bins are sized in gallons, multiply by 3.3 to determine how many plastic beverage bottles they hold
- Or multiply by 10 to determine how many aluminum cans they hold

- **Highly visible bins**

- Ensure clear line-of-sight to at least one recycling bin from anywhere customers may be finishing their beverage

- **Effective communication**

- Use visual cues
- Utilize color schemes or pictures of what's allowed in the bins

Back of the House Architecture

- **To find a recycling hauler:**

- Check with your waste hauler to see if they offer recycling hauling
- Check The Recycling Partnership to find your State Recycling Organization (SRO)
- Check BeRecycled.org to find local recycling haulers, recycling centers, and Keep America Beautiful affiliates who may be able to assist with your efforts

- **If you want to be 100% certain that your bottles are recycled into other bottles:**

- Contact Replenish, a PepsiCo recycling partner, to see if they serve your geography

- **Use clear bags or no bags when dumping into the final collection point (depending on your local hauler's needs)**



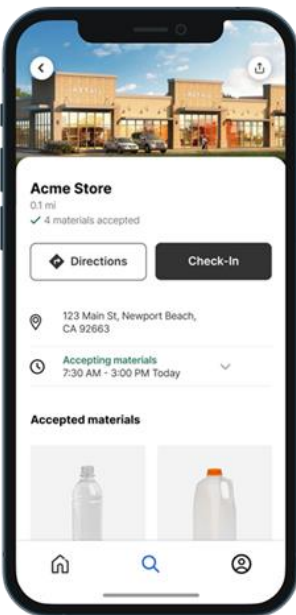
RECYCLE: BottleLoop Leverages Technology to fuel the Circular Economy



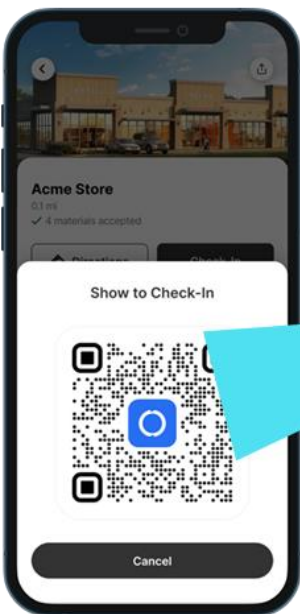
PepsiCo BottleLoop

Powered by Replenish

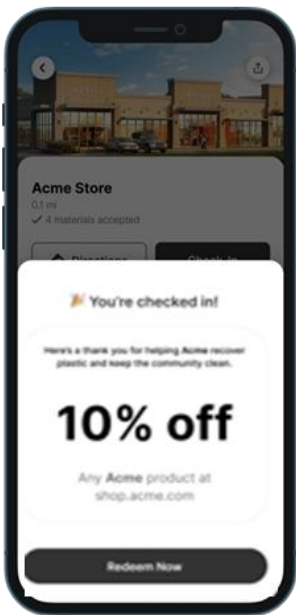
Turning today's bottles into tomorrow's
Easy to use  Transparent  Simple pricing



Find location and what materials can be recycled



Scan QR code on bin



Reward for making a difference

"We transitioned to Replenish for recycling collection, and they stepped up to the plate – literally!...This has helped us save money in recycling costs, eliminated the logistical challenges of recycling, and reduced package waste. We feel good about doing our part to keep plastic containers out of landfills."



HOW THE PROGRAM WORKS

- 1 Join PepsiCo BottleLoop and contract with Replenish
- 2 PepsiCo Recycling bins arrive at your location(s)
- 3 Schedule pick-up through the Replenish app
- 4 Recycled bottles go into new beverage packaging



For more information, contact your local PepsiCo representative
or visit www.pepsicobottleloop.com

RECYCLE: Recycle Rally, Expanding our reach with the Next Generation



K-12 Recycling Program
7,000+ schools
1B+ Beverage Containers Recycled

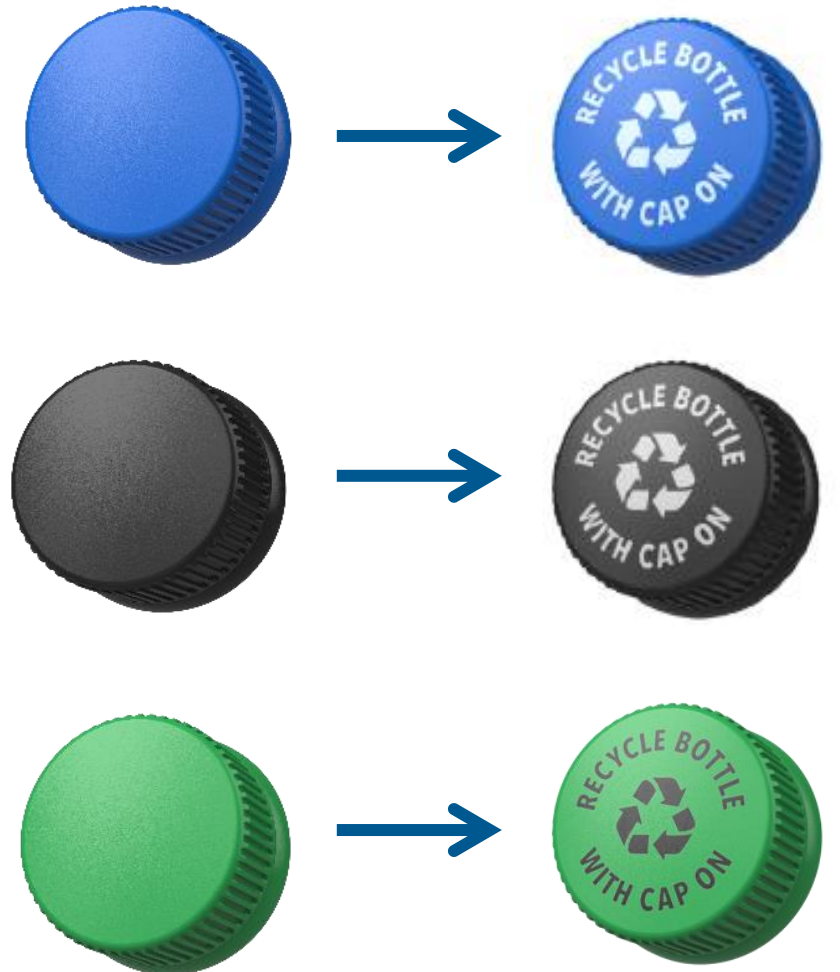


Beverage containers recycled since inception in 2010.

PepsiCo is Working with Industry Peers to get *Every Bottle Back*



All Recyclable SKU's
Beginning P12 '21



Customer Recycling Assets & Supplies are Available

Recycling Bins & Recycled Assets



Recycling Supplies



- ✓ Recycle Bags (Roll of 10)
- ✓ Recycle Box (Cans)





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ADDITIONAL ATHLETICS SUPPORT

3.2 - T

3.2 T Gatorade “G” Force Support



Gatorade Field Representative = ~\$10,000 / year value

- Sports Nutrition support and expertise.
- Works with the athletic department to educate and promote sports nutrition and hydration (“G-Week”)
- Professional level sideline hydration equipment value= \$3,000.





3.2 T



Hybrid Field Marketing & Sales team servicing athletic directors, coaches, athletic trainers + sports performance teams, and athletes focused on sports nutrition education and formative experiences



INFLUENCER & ATHLETE

EDUCATION



ATHLETE FORMATIVE

EXPERIENCE



POINT OF SWEAT

AVAILABILITY



PILLARS OF G FORCE

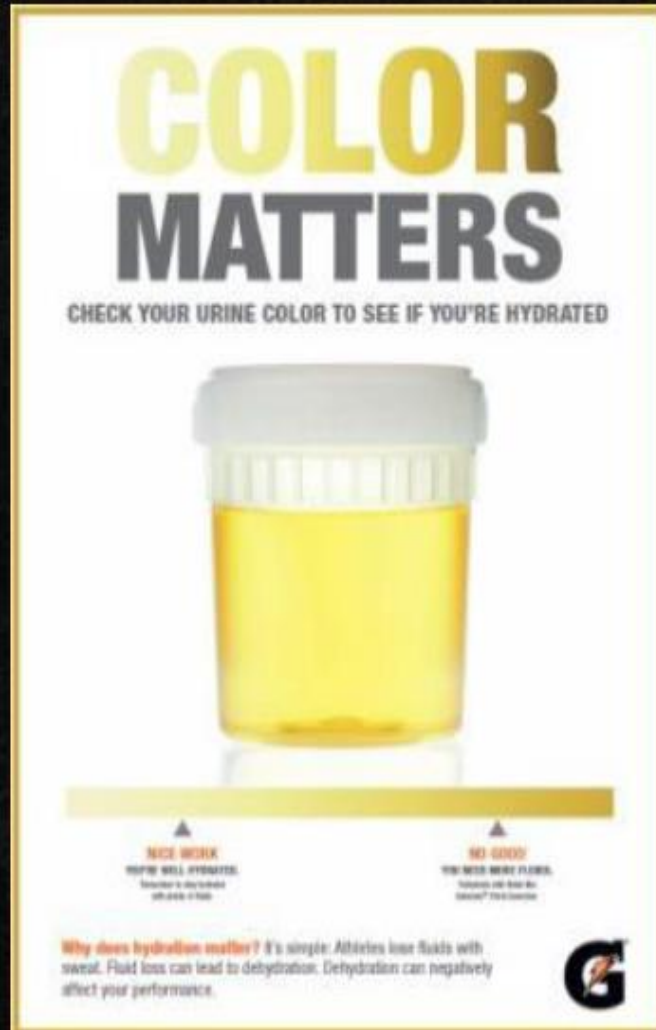


EDUCATE INFLUENCERS & ATHLETES

G Force provides education on the importance of sports nutrition, its impact on performance, and how Gatorade helps meet athletes' needs.

EDUCATIONAL MATERIALS, TOOLS, AND RESOURCES

EDUCATIONAL POSTERS FOR ATHLETES

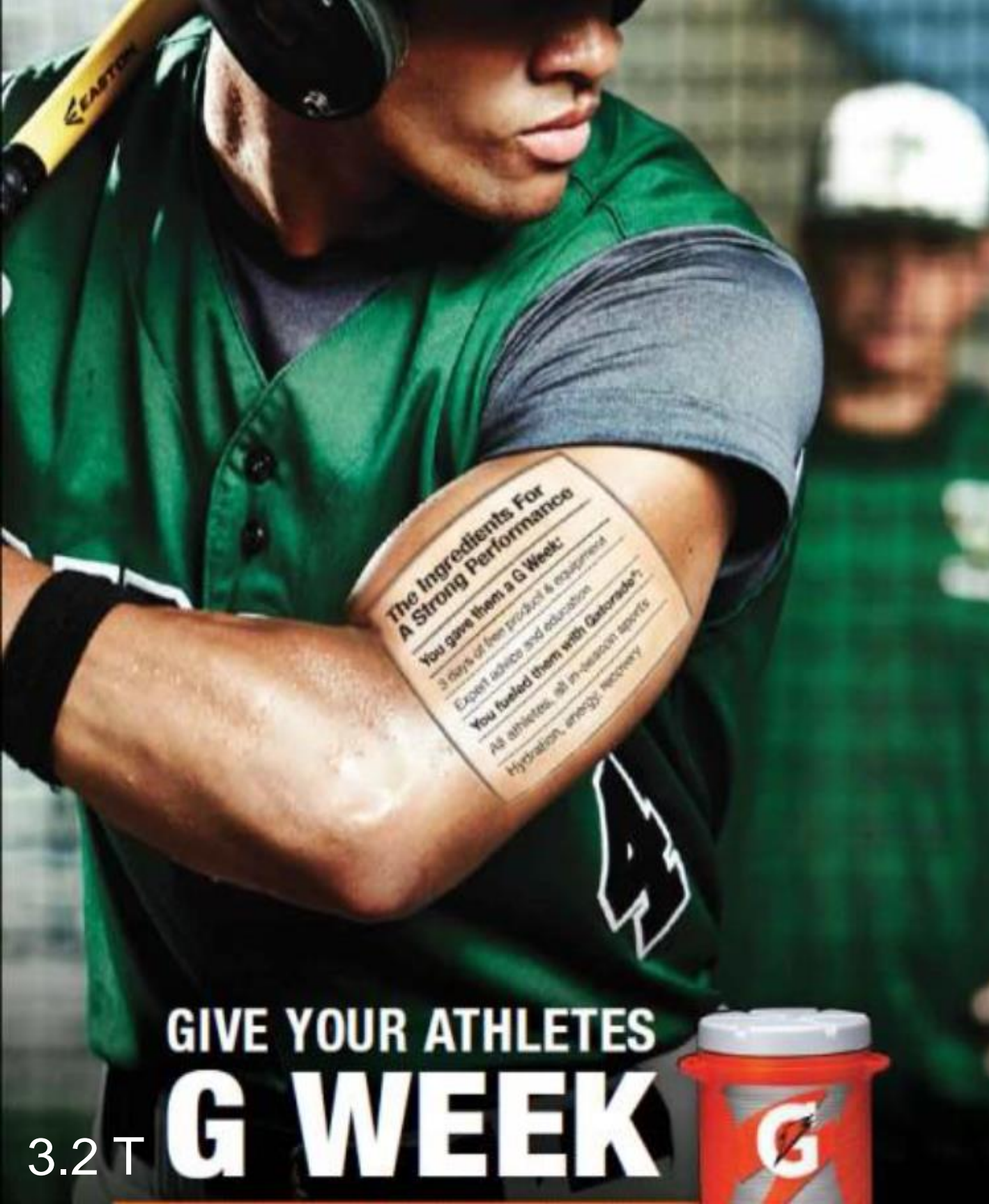


TOOLS & RESOURCES FOR COACHES & ATHLETIC TRAINERS



INFORMATION FOR ATHLETES & PARENTS





GIVE YOUR ATHLETES
G WEEK

3.2 T

G EXPERIENCE

WHAT IS A G EXPERIENCE?

G Experience is a 2-day event consisting of athlete education and product distribution

Athlete Education – On Day 1, the Gatorade Contact delivers a 5-minute message to demonstrate the importance of sports nutrition.

Product Experience – Each in-season athlete receives 2 days of the product experience.
Products subject to availability



Gatorade Recover
Whey Protein Bar



32 oz. GTQ
Powder Pouch



Gatorade Recover
Protein Shake

Premiums – In addition to signage and a Gatorade table skirt, the following are sent to participating high schools to help properly distribute the Gatorade product:



(1) Case
Paper Cups



(3) 60qt.
Ice Chest on Wheels



Custom
Banner

ROLES

Ask your Gatorade Contact for special access to innovation!

Gatorade Contact

- Makes initial contact with the high school
- Schedules athlete message
- Coordinates P&P logistics with high school
- Conducts pre-event webinar
- Gives the athlete message
- Aids in the preparation and distribution of products

G Experience Coordinator

- Provides athlete information to Gatorade Contact
- Helps schedule athlete message
- Manages product preparation and distribution for both days of the G Experience
- Promotes G Experience on campus prior to the event

THE G EXPERIENCE





PEPSICO

foodservice



Thank You



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APPENDIX

Appendix I References

Proposals should include institutions, of similar or the same size, where your organization provides services similar to the size and scope of the operation at School. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

<u>References</u>	<u>Institution</u>	<u>Contact</u>	<u>Telephone No.</u>
Reference #1	<u>Greenville ISD</u>	<u>Brenda Russell</u>	<u>903-408-4419</u>
E-mail:	<u>Russellb@greenvilleisd.com</u>		
Reference #2	<u>HEB ISD</u>	<u>Cindy Willis</u>	<u>817-399-2036</u>
E-mail:	<u>Cindywillis@hebisd.edu</u>		
Reference #3	<u>Texas A&M Commerce</u>	<u>Jennifer Perry</u>	<u>903-886-5666</u>
E-mail:	<u>Jennifer.perry@tamuc.edu</u>		

Appendix II Proposal Certification and Pricing Structure

I certify that:

- this proposal is a legal and binding offer and I have the authority to bind the Offeror indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the Offeror's proposal. I understand that by submitting this proposal, the Offeror indicated below agrees to provide the services described in the proposal.
- the contents of the proposal are true and accurate and that the Offeror has not made any knowingly false statements in the proposal.
- the proposal has been developed independently, without consultation or communication with any employee or consultant of School who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other Offeror or parties for the purpose of restricting competition.
- this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal; that the Offeror has not solicited or induced any person, firm or corporation to refrain from responding; and that the Offeror has not sought by collusion to obtain any advantage over any other Offeror or over the School.
- we have read and understood the RFP and have submitted our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

We, the undersigned, in compliance with the Request for Proposal for an Exclusive Beverage Agreement, hereby agree to pay the following commissions and guarantees to School.

- A) Itemized Commission Guarantee – Beverage Vending Machines N/A * %
(attach additional sheets as necessary to provide detail, breakdown, etc) \$10,000 - Year 1 * Vending revenues will be paid out in overall Revenue Share Model. See Slide #22
- B) Minimum Annual Guarantee (if any) \$ \$3,000 - Years 2-5
- C) Sponsorship Fees (if any) \$ See table in slide #22 (attach additional sheets as necessary to provide details)
- D) Signing Award (if any) \$ N/A
- E) Complimentary product(s) (if any) \$ \$6,000 annually See slide # 23 (attach additional sheets as necessary to provide details)
- F) Other considerations (attach additional sheets as necessary to provide details)

Firm Pepsi Beverages Company

Authorized Signature 

Title Key Account Manager

Appendix III

SAMPLE AGREEMENT TEMPLATE

SCHOOL AGREEMENT

This Agreement (“**Agreement**”) is between **PepsiCo Beverage Sales, LLC** and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at [Pepsi Street Address], [Pepsi City, State and Zip Code] (“**Pepsi**”) and [Customer Legal Name], having its principal place of business at [Customer Street Address], [Customer City State Zip] (“**Customer**”). The support described below is in lieu of any other discounts, allowances or rebates to which Customer might otherwise be entitled from time to time. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

1. Definitions.

“**Beverage**” or “**Beverages**” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed during the Term of the Agreement. Beverages do not include non shelf-stable, non-flavored fluid milk as currently defined by the USDA (i.e., milk beverages containing at least 6.5% non-fat milk solids).

“**Cases**” means the number of cases of Packaged Products (as defined herein) purchased by Customer from Pepsi during the Term, initially delivered in quantities of 24 plastic bottles, aluminum cans, glass bottles (or equalized 24 pack cases, e.g., two 12-pack cases), eight 2-liter plastic bottles, or such other size, quantity and type of containers as Pepsi may make available from time to time during the Term.

“**Competitive Products**” means any and all Beverages that are not Products (as defined herein).

“**Equipment**” means equipment loaned by Pepsi to Customer to dispense, store or cool Products (as defined below), including full-service vending machines (“**Vending Machines**”), as more fully described in Section 4 herein

“**Facilities**” means the entire premises of every school and facility owned or operated by Customer, now or in the future, including with respect to each school, all academic buildings, athletic facilities, convenience stores, book stores, student operated stores, teachers’ lounges, and concession stands, parking lots, dining facilities, unbranded and branded food service outlets and vending areas. A list of current schools owned and operated by Customer is set forth on **Exhibit A** attached hereto.

“**Food Service Area**” means all locations within the Facilities where meals, snacks and beverages are served or consumed, or areas managed or operated by Customer’s designated Food Service Operator.

“**Food Service Operator**” means Customer or any third party that provides food, Beverage or vending services at the Facilities.

“**Gallons**” shall mean the number of gallons of Postmix Products purchased by Customer from Pepsi during the Term.

“**Packaged Products**” means Beverages that are sold and/or distributed by Pepsi in pre-packaged form (e.g., Bottles & Cans). A current list of Pepsi’s Packaged Products is found in attached **Exhibit B** which may be amended from time to time by Pepsi to include Beverages permitted pursuant to the then-current School Policy.

“**Postmix Products**” means beverage products sold and/or distributed by Pepsi and used to create and

dispense fountain Beverages. A current list of Pepsi's Postmix Products is found in attached **Exhibit B** which may be amended from time to time by Pepsi to include Beverages permitted pursuant to the then-current School Policy.

"Products" means Postmix Products and Packaged Products.

"Special Events" means any athletic contests, booster club activities, and all other special events conducted at the Facilities where parents and other adults are a significant part of an audience.

"Units" means the total combined Gallons and Cases during any applicable time period. For the purposes of measuring total Units only, 1 Case of Packaged Products equals 1 Gallon of Postmix Product.

"Year" means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. Term. The term of this Agreement shall commence on [Start Month and Date], [Starting Year] and expire upon the later of [End Month and Date], [Ending Year] or at such time as Customer's collective purchases of Products meets or exceeds a volume threshold (the **"Volume Threshold"**) of [Term Volume] Gallons and Cases (the **"Term"**). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product shall be deemed equal to 1 Gallon of Postmix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the Term shall automatically extend for the period of time necessary until the Volume Threshold has been met (the **"Automatic Extension"**). Except for applicable Rebates and Commissions, which may be earned during the Automatic Extension, Pepsi shall not provide any other consideration to Customer. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

3. Performance.

This Agreement, including all of Pepsi's support to Customer as described below, is contingent upon Customer complying, throughout the Term, with all of the following performance criteria:

(A) Pepsi shall have the exclusive right to make the Beverages available for sale and distribution at the Facilities, including the right to provide all Beverages sold at Special Events. Subject to the terms and conditions set forth in this Agreement, Customer agrees that Products shall be the exclusive Beverages sold, dispensed, served or made available at the Facilities.

(B) The Customer shall continuously purchase, and shall require that all concessionaires, Food Service Operators, booster clubs or other third parties selling Beverages at the Facilities continuously purchase all Products, cups, lids and carbon dioxide directly from Pepsi. Throughout the Term, Customer will continuously serve, dispense, sell and/or otherwise make Products available to its customers throughout the Facilities. Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi.

(C) The Customer agrees to comply with Pepsi's School Policy, attached hereto as **Exhibit C** (**"School Policy"**) as may be updated from time to time during the Term. A copy of the Policy in effect as of the beginning of the Term is attached hereto as **Exhibit C**. The Customer agrees that it shall at all times during the Term comply with the School Policy and shall cause any designated Food Service Operator to comply with the School Policy, including applicable Beverage type, size and timing requirements/restrictions. The Customer's or Food Service Operator's failure to comply with the School Policy shall be a material breach of this Agreement.

(D) The Customer shall permit Pepsi, its employees, agents and representatives, during normal school hours, to enter the Facilities for purposes of servicing and stocking the Equipment, and verifying Customer's compliance with the School Policy.

(E) Customer agrees to use the Postmix Products for use in preparing the fountain beverage products (the "**Fountain Products**"): (i) in accordance with the standards established by Pepsi and (ii) only for immediate or imminent consumption; Customer agrees not to resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.

(F) The parties recognize and agree that there are certain additional territorial restrictions that pertain to the purchase and resale of the Products. Customer agrees not to distribute or resell the Products, directly or indirectly, outside the territories serviced by Pepsi and shall cause its purchasing representative to abide by such territorial restrictions.

(G) Customer understands that the Products provided hereunder are provided with a best taste limit ("**BTL**") date printed on the packaging. Neither Pepsi nor the bottlers replace Products that are past the BTL date. Customer agrees that no Product shall be sold past the BTL date, and that it shall abide by policies on product handling and quality control periodically published by the manufacturer.

4. Pricing.

(A) Products sold through Vending Machines. The price for Products sold from Pepsi's Vending Machines shall be determined as set forth in Section 5([Click here to enter text](#)) herein.

(B) Products purchased by Customer. Pricing for Products purchased by Customer, its designated Food Service Operator or any other party from Pepsi for sale at the Facilities are listed on **Exhibit B**. The Customer recognizes that such pricing is available for the first Year of this Agreement, thereafter, the pricing may increase at Pepsi's sole discretion and Pepsi shall provide Customer with notice of any increases. Customer acknowledges and agrees (and shall require that any third parties or Food Service Operators purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

(C) The Consideration (as set forth in Section 5) was calculated based on Customer and its purchasing representatives (including any designated Food Service Operator(s)) purchasing Products directly from Pepsi at the pricing structure established by this Agreement during the entire Term. Therefore, if Customer or Food Service Operator demands or requires the purchase of Products from Pepsi at prices other than those established by this Agreement or purchases Products from sources other than Pepsi, then such action shall constitute a material breach of this Agreement.

5. Consideration. Provided Customer is not in breach its performance obligations under this Agreement, Pepsi agrees to provide Customer with the funding described below:

SPECIFIC CONSIDERATIONS SECTION IS UNIQUE TO EACH FINAL FINANCIAL MODEL

(A) **Commissions.** Pepsi agrees to provide Customer with commissions, as a percentage of the actual cash ("**cash in bag**" or "**CIB**") collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable government-imposed taxes/fees and deposits, as applicable ("**Commissions**"). Such

Commissions shall be at the rate(s) set forth below (the “**Commission Rate**”) and shall be calculated as follows:

$$(\text{CIB} - \text{applicable taxes/fees/deposits}) * \text{Commission Rate} = \text{Commission due}$$

<i>Product</i>	<i>Initial Vend Price</i>	<i>Commission Rate*</i>
Click here to enter text.	\$Click here to enter text.	Click here to enter text. %
Click here to enter text.	\$Click here to enter text.	Click here to enter text. %
Click here to enter text.	\$Click here to enter text.	Click here to enter text. %
Click here to enter text.	\$Click here to enter text.	Click here to enter text. %
*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and Customer		

(1) **Commissions Payment.** Pepsi agrees to pay Commissions to Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The current threshold amounts are \$50 per four-week period or \$75 per quarter. The threshold may be revised by Pepsi from time to time.

(2) **Change to Commission Rate/Formula.** Customer agrees that Pepsi shall have the right to change the Commission Rate and/or its formula/method for calculating Commissions as may be required by applicable laws or as reasonably necessary to respond to legislative acts in order that the Commission Rate remains cost neutral.

(3) **Vend Price.** The initial vend prices and minimum scheduled increases that are necessary for Customer to qualify for any Commissions are set forth in the Commission chart above. Pepsi shall have the right to change such vend prices as it deems appropriate in light of increases of cost of goods. Customer acknowledges that Pepsi has the right to pass through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement.

6. Competitive Products. During the entire Term of this Agreement:

- (A) No Competitive Products shall be sampled, sold, served or dispensed anywhere at the Facilities.
- (B) No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere at the Facilities.
- (C) No agreement will be entered into or maintained by Customer and/or its designated Food Service Operator pursuant to which Competitive Products will be associated with Customer or the Facilities in any advertising or promotional activity that creates a relationship or connection between Competitive Products and Customer or the Facilities.

7. Equipment and Service.

(A) Pepsi will loan to Customer, at no charge, appropriate Equipment for dispensing the Products at the Facilities and will have the exclusive right to install Equipment throughout the Facilities. Pepsi will have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by Customer after the date of this Agreement. Pepsi will place Equipment at mutually agreed upon locations throughout the Facilities. Pepsi reserves the absolute right to remove any glass front Vending Machines that sells less than eight (8) cases of Product per week or any other Vending Machines that sells less than two (2) cases of Product per week. Pepsi shall install Equipment at its sole expense, except where otherwise prescribed by law. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. The Customer will not permit the operation of any other equipment used for the sale of Beverages at the Facilities without the prior written consent of Pepsi. Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and Customer will not use the Equipment to display, stock, advertise, sell or maintain any Competitive Products (including on the exterior of the Equipment).

(B) Pepsi or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment

(C) The Equipment may not be removed from the Facilities without Pepsi's written consent, and Customer agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi in writing. Upon expiration or termination of this Agreement, Customer will allow Pepsi to pick up all Equipment and the parties shall work together to coordinate a pick-up schedule.

(D) Pepsi will provide, at no charge to Customer, preventative maintenance and service to the Equipment.

(E) Pepsi will be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi will not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines.

8. Breach of Contract and Termination.

(A) Either party may terminate this Agreement for any breach of this Agreement's material terms by the other party, provided that the non-breaching party shall first provide the breaching party with written notice of the breach and a thirty (30) day opportunity to cure such breach. If the breaching party fails to cure the breach within the thirty (30) day period, the non-breaching party may terminate the Agreement upon written notice to the breaching party.

(B) Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi upon thirty (30) days' advance written notice to Customer if (i) any of the Products are not made available at the Facilities as required in this Agreement, (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Customer. Before Pepsi exercises its right to terminate as described in this Section, Pepsi agrees to engage in good faith renegotiations with Customer to adjust the funding offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.

(C) If the Agreement is terminated early for any reason other than an uncured material breach by Pepsi, Pepsi will, without prejudice to any other right or remedy available to Pepsi, obtain a reimbursement from Customer of any unearned funding paid by Pepsi to Customer which remains unearned as of the time of termination and Customer and its Facilities will surrender to Pepsi all Equipment provided by Pepsi. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi will have the right to immediately seek reimbursement from Customer and the Facilities for an amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by Customer pursuant to the terms of this Agreement. With regard to the Initial Support Fund, if any, the amount of such reimbursement shall be determined by multiplying the Initial Support Fund by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of total number of months within the Term (e.g., 5 year term is 60 months) or, if applicable, the number of months expected to comprise the Term based on volume trends as of the time of termination of the Volume Threshold. With regard to the Annual Support Funds and, if applicable, any other annual funds, the amount of such reimbursement shall be determined by multiplying the total amount of such funds paid in the Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Year at the time of such termination or limitation and the denominator of which is twelve.

9. Taxes. Customer acknowledges and agrees that neither Pepsi nor its affiliates will be responsible for any taxes payable, fees or other tax liability incurred by Customer in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi will be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi will not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

10. Representations and Warranties.

(A) Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(B) Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein will survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

11. Indemnification.

(A) Pepsi will indemnify and hold Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of Customer's negligence or willful misconduct).

(B) To the extent permitted by applicable law, Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i)

its breach of any term or condition of this Agreement, including failure to comply with the School Policy; and/or (ii) the negligence or willful misconduct of Customer (excluding claims arising out of Pepsi's negligence or willful misconduct).

(C) The provisions of this Section will survive the termination of this Agreement.

12. Force Majeure. No party will be responsible to the other or to any third party for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, pandemics, epidemics, floods, fires, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, changes to applicable laws and regulations and other circumstances of substantially similar character beyond the reasonable control of the affected party(s), including extraordinary costs of goods increases (collectively, "***Force Majeure***"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once the Force Majeure event has concluded and Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

13. Relationship of Parties. The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties.

14. Retention of Rights. The Customer will not obtain by virtue of this Agreement, any right, title or interest in the trademarks of Pepsi or PepsiCo, Inc., nor will this Agreement give Customer the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Pepsi or PepsiCo, Inc.

15. Non-Disclosure. Except as may otherwise be required by law or legal process, neither party will disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles.

17. Insurance.

(A) Each party hereto maintains and agrees to maintain, at all times during the Term a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to include the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insureds on such insurance during the Term. Such insurance will contain a waiver of subrogation with respect to the additional insureds.

(B) Either party will have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

19. **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

20. **Assignment; Counterparts.** To the extent permitted by law, this Agreement will be binding upon and inure to the benefit of Pepsi and Customer and its respective successors and permitted assigns. The Customer may not subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of Pepsi, which consent may be withheld at its sole discretion. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. **Severability.** If any provision of this Agreement is deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause will not deprive any party of any remedy afforded under this Agreement.

22. **Construction.** Customer and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

23. **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer for Products ordered from and delivered by Pepsi and any and all balances due and payable to Pepsi pursuant to this Agreement or any separate services agreement between Customer and Pepsi and/or its subsidiaries and affiliates.

24. **Distribution Limitations.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Facility operates and (ii) purchases Products outside Pepsi's exclusive territory where the Facility operates and resells such Products within Pepsi's exclusive territory.

25. **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 700 Anderson Hill Road, Purchase, NY 10577, Attention: PBNA Division General Counsel or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the dates set forth below.

PepsiCo Beverage Sales, LLC

[Customer Legal Name]

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

List of Schools

Exhibit B

Products & Pricing

Exhibit C
PepsiCo U.S. School Policy for Beverages
(Updated as of September 2014)

SUMMARY

PepsiCo follows all federal, state and local regulations governing beverage sales in schools and the company's Global School Beverage Policy (available on pepsico.com). In addition, PepsiCo will not offer caffeinated beverages that are marketed as energy drinks for sale to students in elementary, middle or high schools, even if they meet the nutrition thresholds in these standards.

PERMITTED PRODUCTS

Consistent with federal regulations issued by the U.S. Department of Agriculture (USDA) and PepsiCo's Global School Beverage Policy, PepsiCo will offer schools only those beverage products that meet the following standards, if such products are to be sold to students. In addition, PepsiCo will not offer caffeinated beverages that are marketed as energy drinks for sale to students in elementary, middle or high schools, even if they meet these standards, and will follow state and local regulations if stricter than these standards.

Elementary School

- Plain water or plain carbonated¹ water (no size limit)
- 100% fruit/vegetable juice (up to 8-ounce)
- 100% fruit/vegetable juice diluted with water - with or without carbonation¹ - and no added sweeteners (up to 8-ounce)
- Low-fat milk, unflavored (up to 8-ounce)
- Non-fat milk, flavored or unflavored, including nutritionally equivalent milk alternatives (up to 8-ounce)

Middle School

- Same as elementary school except that juice and milk meeting elementary school criteria may be up to 12-ounce.
- If a middle school and high school are in the same building and students of all ages have access to the areas where beverages are sold, beverages must meet the middle school standards. If, in the above situation, the middle school students do not have access to the area where beverages are sold to high school students, high school beverage standards may be implemented for that area.

High School

Same as middle school except that the following beverages are also permitted:

- Zero-calorie beverages with or without flavors and with or without carbonation up to 20-ounce. (As defined by U.S. Food and Drug Administration (FDA), "zero-calorie" beverages are labeled to contain less than 5 calories per 8-ounce, or no more than 10 calories per 20-ounce).
- Low-calorie beverages with or without flavors and with or without carbonation up to 12-ounce. (As defined by FDA, "low calorie" beverages are labeled to contain no more than 40 calories per 8-ounce, or no more than 60 calories per 12-ounce).
- Sports drinks with more than 40 calories per 8-ounce: only before, during and after physical activity/exposure to heat (such as at sport practices, training sessions and competitions), when such sales take place either (1) during the "extended day" (as defined in this policy below) in those schools not subject to USDA regulations, or (2) outside of the "school day" (as defined by USDA¹) in those schools subject to USDA regulations.

APPLICATION OF POLICY

Schools: This school beverage policy applies to all elementary, middle and high schools in the United States, whether public or private and whether or not such schools participate in the reimbursable school breakfast or lunch plan run by the Federal government.

Time of Day: This policy applies to beverages sold to students on school grounds during the school day as well as the extended school day. The “extended school day” is the time before and after school when students are involved in events (e.g., clubs, yearbook, band and choir practice, student government, drama and childcare programs) that are primarily under the control of the school or third parties on behalf of the school.

As noted above, the inclusion of the extended day in this school beverage policy does not prohibit sales of sports drinks with more than 40 calories per 8-ounce during the extended school day to student athletes at practices, training sessions and competitions or to other students engaged in physical activity/exposed to heat, except in those schools subject to the USDA regulations where sports drinks may be sold to these students only during the period from 30 minutes after the school day until midnight prior to the next school day.

Special Circumstances: This policy does not apply to the sale of beverages: (1) in staff areas of schools that are not accessible to students; (2) at, or immediately before or after, school-related events where parents and other adults are a significant part of an audience (e.g., sporting events, school plays and band concerts); or (3) for fundraisers held at schools (other than fundraising through vending machines, school stores, snack bars, à la carte sales).

Providing Choice and Information

PepsiCo will work to provide vending machines in a variety of graphic designs, including designs featuring low-calorie brands; to show calorie counts on vendor selection buttons; and to include a calorie awareness message such as “Calories Count – Check then Chose” (or similar) on vendor fronts.

Promoting Wellness and Education

PepsiCo will encourage schools to use contract-related sponsorship and marketing funds, if any, to promote student fitness, wellness and health education programs in schools.

Independent Bottlers and Third Party Distributors

Independent bottlers and third-parties that distribute PepsiCo products to schools should comply with all federal, state and local regulations governing the sale of beverages in schools. In addition, PepsiCo encourages independent bottlers and third-party distributors to follow the product standards and other guidance outlined within PepsiCo’s policy above.

Notes:

1. The USDA regulations which took effect July 1, 2014 do not apply to (1) beverages sold to students in schools that do not participate in the reimbursable school breakfast or lunch plan run by the Federal government; or (2) beverages sold to students outside the “school day” (“school day” is defined by USDA as the period from midnight before, to 30 minutes after the end of the official school day).

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Appendix IV

DeSoto Independent School District RFP for Beverage Sponsorship Program

If the DeSoto Independent School District (the “District”) accepts Pepsi’s proposal, Pepsi requests that the District and Pepsi incorporate their entire understanding of the relationship into one agreement which will be negotiated between the District and Pepsi. Enclosed is a copy of Pepsi’s template School District Agreement which Pepsi makes available to the District in the event that it chooses to adopt that form of contract.

Pepsi does not require the District to use Pepsi’s template; however, Pepsi regularly enters agreements of the type discussed in the RFP. Its template is well-suited to speak to respective rights and obligations of Pepsi and the District. Pepsi believes that using the attached template will be in the best interests of the parties and will provide the most efficient means to complete a contract between the parties.

Except as expressly stated below, Pepsi is willing to modify its template to align with the terms and conditions of contract expressed in the RFP. Where the RFP is silent, however, Pepsi requests that the District agree to substantially similar terms and conditions as in the attached template.

Pepsi's Exceptions to the RFP

Section 1 - Administrative Overview

Item 1.9, RIGHTS RESERVED: The proposal is contingent on Pepsi being selected as the exclusive supplier; if more than one supplier is selected, or if it is partially awarded on a line-by-line basis, Pepsi reserves the right to revise the proposal accordingly.

Item 1.10, FINAL CONTRACT: If the District accepts Pepsi's proposal, Pepsi requests that the District and Pepsi incorporate their entire understanding of the relationship into a single agreement to be negotiated between the parties, based on the RFP, Pepsi's proposal, including these exceptions, and Pepsi's form of School Agreement attached hereto.

Item 1.13, TERM OF CONTRACT: Pepsi wishes to clarify, that a period to cure any breaches or adjust products or funding would be required before the District would be able to terminate the agreement due to changes in requirements that may lead to a risk of loss of or threaten District's eligibility for any public funding, programs, grants, etc. Additionally, if the agreement is terminated due to non-appropriation of funds, the District will use commercially reasonable efforts to provide Pepsi with 60 days advance notice, and Pepsi will be entitled to reimbursement of any unearned portion of funds advanced to the District under the Agreement. Additionally, the District shall not procure similar goods and services as described herein from a third party during such time as it is unable to make payments to Pepsi.

Section 2 - Scope of Work

Item 2.4, BEVERAGE AVAILABILITY RIGHTS: The proposal is contingent on Pepsi being selected as the exclusive supplier. If there is a time where Pepsi is unable to supply any specific products that the District wants, then District would need to submit a written request to the account manager at Pepsi for review and case by case approval.

Item 2.6.1, PERMITTED EXCEPTIONS: Pepsi does not agree to the very broad permitted exception for "*premium sodas and drinks*". If there is a specific product that the District would like to be considered, Pepsi could review it and possibly include a more detailed permitted exception for such item.

Item 2.8, EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE, 2.8.2: Pepsi agrees to loan the District new or like-new recently refurbished equipment. Pepsi agrees to provide equipment that meets industry standards but cannot agree to always provide equipment with equipment that is "*of the most recent model*".

Item 2.8, EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE, 2.8.4: The District agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay commissions as provided in any Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any vending machines at the

Campus. In the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Pepsi shall specifically have the right to remove or move any piece of equipment.

Item 2.8, EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE, 2.8.9: Pepsi agrees with the general nature of this provision but would request the permitted time would be extended to 30 days.

Item 2.9, EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION, 2.9.4: Regarding service and repairs, Pepsi does not agree to replace equipment that cannot be repaired within 48 hours. In the vast majority of instances (>90%), Pepsi responds to service calls within 24 business hours of receipt. Pepsi has a service hotline that operates seven days a week, twenty-four hours per day. Pepsi stands behind these service standards. However, because delays in service may be caused by factors well outside of Pepsi's control, Pepsi requests that its service record be measured in the aggregate such that an isolated failures does not escalate into a material breach of the agreement.

Item 2.12, PERSONNEL EMPLOYMENT PRACTICES AND STAFFING, 2.12.1: In the vast majority of instances (>90%), Pepsi responds to service calls within 24 business hours of receipt. Pepsi has a service hotline that operates seven days a week, twenty-four hours per day. Pepsi stands behind these service standards. However, because delays in service may be caused by factors well outside of Pepsi's control, Pepsi requests that its service record be measured in the aggregate such that an isolated failures does not escalate into a material breach of the agreement.

Item 2.13, COMMISSIONS, ACCOUNTING AND PAYMENTS, 2.13.1: Commissions, are calculated based on a percentage of the actual cash collected by Pepsi from the Vending Machines placed at the facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales less any applicable taxes, fees or deposits.

Item 2.13, COMMISSIONS, ACCOUNTING AND PAYMENTS, 2.13.2: Pepsi's proposal does not include a "*guaranteed minimum commission*".

Item 2.13, COMMISSIONS, ACCOUNTING AND PAYMENTS, 2.13.6: Commissions, are calculated based on a percentage of the actual cash collected by Pepsi from the Vending Machines placed at the facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales less any applicable taxes, fees or deposits.

Item 2.13, COMMISSIONS, ACCOUNTING AND PAYMENTS, 2.13.13: For clarification, Pepsi's proposal does not include a "*guaranteed minimum commission*". Commissions shall be remitted by Pepsi to the District within thirty (30) days of the end of each 4-week accounting period established by Pepsi.

Section 3 - Proposal Requirements

Item 3.2, OFFEROR QUALIFICATIONS AND INFORMATION, C: Pepsi's proposal includes pricing that is set for the first year of the agreement. After the first year, there will be

annual increases on each anniversary.

Section 5 - Instruction to Offerors

Item G: The proposal is contingent on Pepsi being selected as the exclusive supplier; if more than one supplier is selected, or if it is partially awarded on a line-by-line basis, Pepsi reserves the right to revise the proposal accordingly.

Appendix V General Contract Provisions and Terms

TERMS AND CONDITIONS: The proposal is contingent on Pepsi being selected as the exclusive supplier; if more than one supplier is selected, or if it is partially awarded on a line-by-line basis, Pepsi reserves the right to revise the proposal accordingly. Additionally, Pepsi does not agree that District has the right to approve additional firms for the same or similar items/services during the agreement period.

ASSIGNMENT: Pepsi agrees with the nature of this clause but would request that its requirements be made mutual.

TERMINATION: The right to terminate shall be mutual, limited to a failure to comply with material terms and conditions, and require 30 days' notice to cure. If the Agreement is terminated early by the District, without an opportunity given for Pepsi to cure a breach, any advanced funding must be returned to Pepsi on a prorated basis and Pepsi would expect District to reimburse Pepsi for the costs of installing and removing equipment.

DEFAULT AND REMEDIES: The right to terminate shall be mutual, limited to a failure to comply with material terms and conditions, and require 30 days' notice to cure. If the Agreement is terminated early by the District, without an opportunity given for Pepsi to cure a breach, any advanced funding must be returned to Pepsi on a prorated basis and Pepsi would expect District to reimburse Pepsi for the costs of installing and removing equipment.

CONTROLLING DOCUMENTS AND INTEGRATION: The final agreement as agreed to and signed by both Pepsi and the District would be the prevailing document of importance in any order of precedence, Pepsi's proposal would be second, and the RFP itself would be third.

FIXED TERM OF ENGAGEMENT PRICING: Pepsi is including a detailed pricing schedule for the term of the agreement with the proposal. Such pricing does not include price protection or any guaranteed maximum increases.

NON-APPROPRIATION OF FUNDS: Pepsi wishes to clarify, that if the agreement is terminated due to non-appropriation of funds, the District will use commercially reasonable efforts to provide Pepsi with 60 days advance notice, and Pepsi will be entitled to reimbursement of any unearned portion of funds advanced to the District under the Agreement. Additionally, the District shall not procure similar goods and services as described herein from a third party during such

time as it is unable to make payments to Pepsi.

PAYMENT TERMS: With approved credit application, payment for products purchased from Pepsi shall be made pursuant to Pepsi's standard terms and conditions, as outlined in Pepsi's credit application.

TERM OF CONTRACT: Pepsi cannot agree that the agreement can be terminated without cause and simply upon notice. As set forth in the Proposal, Pepsi is investing in the District through the provision of funds and/or equipment that might otherwise be offered to other customers. Installing equipment and advancing funds to the District is a significant investment, on which Pepsi expects to realize a return over the entire term of the Contract. If the Contract is terminated early, Pepsi will lose the opportunity to recover a return on its investment and will thus suffer substantial financial harm. Thus, Pepsi does not agree to termination for convenience without financial consequences to the District. Additionally, Pepsi requests that all breaches be treated in the same manner in which 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.

Beverage Proposal



Original



Immediate Consumption Department

Director

Carroll Hanning
Director of
Immediate
Consumption

Management

Duane Coleman
Area Manager

Brent Bullard
Business
Development
Representative

Roger
Gemignani
Manager
Regional Service

Supervisors

Fred Garcia
Route Supervisor

Driver

Full Service
Vending
Driver



Immediate Consumption Contact List

-  Brent Bullard - Business Development Representative
 Mobile: 469-781-7755
Brent.Bullard@kdrp.com
-  Fred Garcia - Route Supervisor
 Office: 940-315-6475
Steve.Jennings@kdrp.com
-  Duane Coleman- Area Manager for Immediate Consumption
 Office: 214-325-6039
Duane.Coleman@kdrp.com



Service Frequency/Refund Policy

- All product orders should be submitted by email to irvingcolddrinkfoodservice@kdrp.com
- Produce order deliveries will be executed 48 hours after received. For example, orders placed on Monday will be delivered on Wednesday.



Proposed Full Service Vending Sales/Commissions

Full Service Vending	Est. Case Volume	Commission Rate	Years 1-5 Vend Price	Commission per Case
20 Oz. Water	300	30%	\$1.50	\$10.80
20 Oz. CSD	300	30%	\$1.50	\$9.90
12 Oz. CSD Cans	200	30%	\$1.00	\$3.60
11.5 Oz. 100% Juice	100	30%	\$1.00	\$4.80



Booster Club / Office pricing

Aug 1, 2022, ~ July 31, 2023

Price Zone:
01 – 02 - 03

CSD (24):		WATER:		PREMIUM WATER:	
7.5oz Sleek Can	\$9.63	12oz Deja Blue Cans (24)	\$9.18	11.1oz Evian (24)	\$19.10
8oz Can	\$26.43	12oz Deja Blue PET (24)	\$9.63	16.9oz Evian (24)	\$27.27
10oz Glass	\$22.57	16.9oz Deja Blue (24)	\$11.31	1L Evian (12)	\$21.50
20oz PET	\$24.19	20oz Deja Blue (24)	\$12.77	750ml Evian (12)	\$20.55
12oz Longnecks	\$24.86	1 LTR Deja Blue (12)	\$11.54	1.25L Evian (8)	\$16.91
12oz Cans	\$11.09	1 LTR Deja Blue (15)	\$14.50	1.5L Evian (12)	\$25.14
16.9oz PET	\$18.09	20oz Core Water (24)	\$31.42		
1 LTR (15)	\$23.52	23.9oz Core Water (24)	\$35.34		
2 LTR (8)	\$13.50	24oz Core Water (12)	\$17.64		
12oz Stewarts glass	\$24.19	30oz Core Water (12)	\$19.60		
		16.9oz Core Organics (12)	\$23.80		
		18oz Core Organics (12)	\$23.80		

ENERGY/ POLAR:		ASSORTED DRINKS:		SNAPPLE:	
16oz Venom can PP (24)	\$18.59	11.1oz Vita Coco DB (12)	\$19.60	16oz Snapple Cans PP (24)	\$14.78
16oz Venom can (24)	\$36.34	16.9oz Vita Coco DB (24)	\$27.50	16oz Snapple Cans 4/6pk	\$24.70
14.5oz Neuro (12)	\$26.15	12oz Vita Coco Spk (12)	\$14.39	16oz Snapple Glass (24)	\$24.70
2oz Forto Shot (12)	\$25.42			16oz Snapple PET (24)	\$24.70
8oz Peet's Coffee (12)	\$25.42	11oz Yoo-Hoo Can (24)	\$18.31	16oz Snapple Glass (12)	\$12.32
8oz High Brew (12)	\$24.53	15.5oz Yoo-Hoo Glass (24)	\$20.94	16oz Snapple PET (12)	\$12.32
16oz Xyience (12)	\$19.15	16oz Sunny D (12)	\$15.74	20oz Snapple PET (24)	\$25.14
16oz A Shoc (12)	\$21.73	16oz Hawaiian Punch (12)	\$15.74	18.5oz Snapple PET (24)	\$20.83
12oz Polar cans	\$8.96	18oz Bai (12)	\$23.52	18.5oz Snapple PET (12)	\$10.42
12oz Polar Ades	\$11.54	11.5oz Bai Bubbles (12)	\$19.54	11.5oz Snapple Cans Tea (24)	\$11.09
1L Polar	\$13.22			11.5oz Snapple 100% Juice (24)	\$18.98

CUPS / LIDS:		BIB / CO2:	
12oz Foam Cup (1,000)	\$68.10	2.5 Gallon	\$47.66
16oz Foam Cup (500)	\$37.97	5 Gallon	\$91.50
24oz Foam Cup (300)	\$36.51		
32oz Foam Cup (500)	\$57.06	CO2 (20#)	\$26.15
32oz Foam Car Cup (300)	\$49.06	CO2 (50#)	\$52.42
44oz Foam Car Cup (250)	\$48.78		
12oz – 24 oz. Lid (1,000)	\$41.94		
32oz – 44 oz. Lid (500)	\$36.68		

Product Offerings

12 oz. Cans Packages



20 oz. Bottle Packages





perfectly balanced™ water

your body's natural pH balance of 7.4
electrolytes + minerals
ultra purified



perfect pH 7.4*
your body's natural
pH balance



ultra-purified
7 stage
purification
process



electrolytes
+ minerals
for hydration
and balance



free from
fluoride
chromium 6
MTBE, arsenic
and chlorine



100% recyclable
plastic bottle
BPA FREE



**PIONEER OF
PREMIUM
WATER**

88% Total
Awareness

**No.1
Globally**
Premium
Brand



Bai Antioxidant Water 18oz & 1 Liter



Antioxidant Infused with the Mineral Selenium



pH Balanced to 7.5 or Higher



Electrolytes for Taste



Super Purified

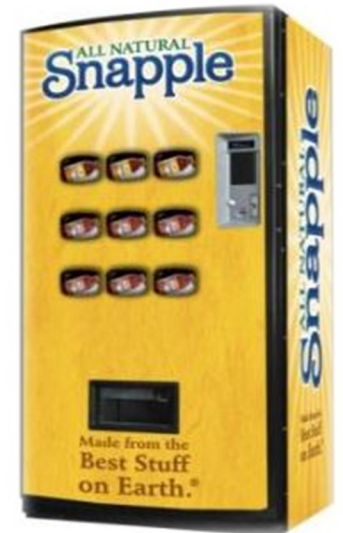


Deja Blue, the purified,
popular-priced water, is taking
action to protect the
environment. With an eco-
friendly label process and low-
plastic engineering, it takes
Going Green seriously.



Snapple and Juices

Vending Offerings





Juices

- Blueberry
- Pomegranate
- Clementine
- Lemonade
- Pear
- Mango
- Peach
- Watermelon
- Coconut
- Coconut-Lime
- Coconut- Raspberry
- Coconut- Pineapple



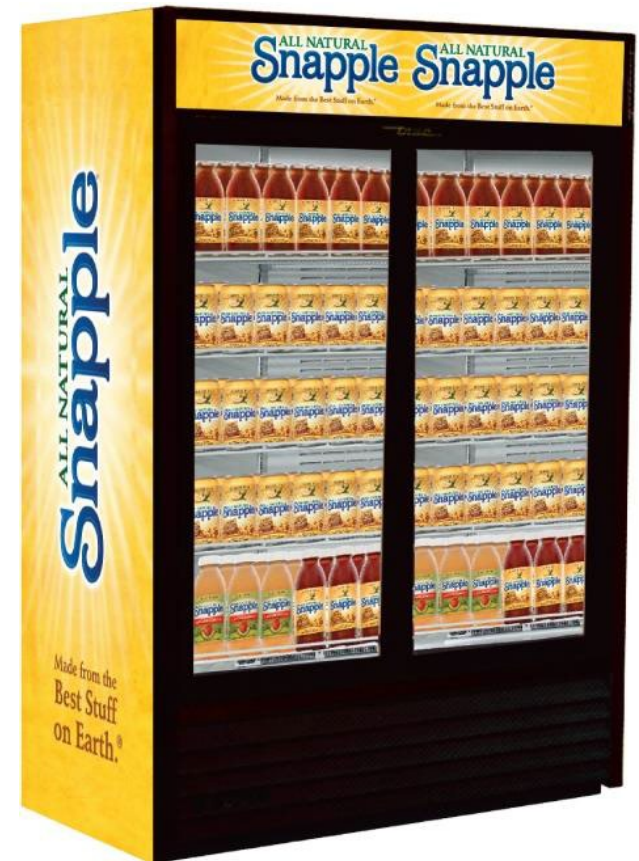
Teas

- Lemonade Tea
- Raspberry Tea



Equipment

Cold Drink Merchandisers





Equipment Specification

Model	Bottle Capacity	Dimensions	Crated Weight
TCM-84	Horizontal - 84	40 X 18 X 38 ½	202 lbs
GDM-5	Single Door Counter- 84	24 X 23 ½ X 37	165 lbs
GDM-6	Single Door 2 Shelves- 60/ 3 Shelves- 90	20X 22 7/8X 48 ½	133 lbs
GDM-7	Single Door Counter Type 2 ½ Shelves- 102	24X24 5/16X38 ½	190 lbs
GDM-9	2 Door - 2 ½ Shelves- 140	36X22 ¼ X39 5/8	240 lbs
GDM-9K	2 Door - 1 ½ Shelves- 85	36X22 ¼ X 30	235 lbs
GDM-10	Single Door- 3 Shelves- 126	24 13/16X23X54	206 lbs
GDM-12	Single Door- 3 Shelves- 126/ 4 Shelves- 168	24 13/16X23X62	233 lbs
GDM-14RF	Double Door 2 Doors - 4 Shelves- 224	30X29 ½ X 58	296 lbs
GDM-26	Single Door 4 Shelves- 288 / 5 Shelves- 360	30 ¼ X29 ½ X 78 ¼	321 lbs
GDM-33CPT	2 Doors- 3 Shelves- 198	39 ½ X24X60	394 lbs
GDM-33CPT-54	2 Doors- 3 Shelves- 198	39X1/2X24X54	370 lbs
GDM-35SL-RF	2 Doors- 4 Shelves- 240	39 ½ X 23 5/8 X 58	288 lbs
GDM-37	2 Doors- 8 Shelves – 336 10 Shelves- 420	43 ½ X 29 ½ X 78 ¼	428 lbs
GDM-41SL-60	6 Shelves- 144 / 8 Shelves- 192	47X21X60	382 lbs

Cold Drink Vending Equipment



Stack Vender Dimensions: 39.5" W x 34.8" D x 72" H
(Available in traditional and chameleon vender fronts)



Glass Front Vender 47" W x 32" D x 72" H



**FUELED BY
FLAVOR**

RFP 23-001 BEVERAGE BID EVALUATION GRID - Cumulative Totals for Bid Committee

Organization Name:	DeSoto ISD		
Prepared by:		Title:	
Signature:		Date:	

Description of Service:		Beverage Sponsorship Program										
Beverage Provider		Demonstrated ability based on experience, qualifications and references, to provide the services, product and equipment	Experience in Texas public schools	Variety and scope products	Quality of Beverage Agreement plan, including feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives	Team experience and commitment, including evaluation of human resources identified and committed to the agreement	Sponsorship & Marketing support of school programs	Demonstrated commitment to energy savings, sustainability and recycling	Experience with card systems	Demonstrated compliance with governmental contracting statues and regulations	Accounting statements and practices , with empasis on reconciliation processes	Total Points
Points Possible for Each Bid		50	50	50	50	50	50	50				350
1	Keurig Dr. Pepper	28	39	31	33	29	27	28	N/A	N/A	N/A	215
2	Pepsico	49	47	50	50	46	50	47	N/A	N/A	N/A	339
3												0.000
4												0.000
5												0.000
6												0.000
7												0.000
8												0.000
9												0.000
10												0.000
EVALUATION RATIONALE (Attach additional pages as necessary)												
Pepsico offers\$15K of hydration packs, nutritional bars, snacks and gatorade; gatorlytes and breakfast bars for athlete recovery; \$163K checks and products for the district (3.2 E); more economical												
Pepsico - 24 pk 16.9 Aquafina water- \$6.35 VS. Dr. Pepper - 24 pk 16.9 Deja Blue - \$11.31												