

RFP #2026 School Beverage Contract



Prepared by:

Illinois Department of Human Services
Division of Rehabilitation Services
Blind Services Business Enterprise Program for the Blind

Contact Information:

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Business Development Consultant
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LETTER OF INTRODUCTION

The Illinois Department of Human Services, Division of Rehabilitation Services, Bureau of Customer and Community Blind Services—Business Enterprise Program for the Blind (BEPB)—is honored to submit this proposal in response to Proposal #2026 School Beverage Contract issued by East Aurora School District 131.

BEPB operates as the State Licensing Agency under the Randolph-Sheppard Act (20 U.S.C. §107d), empowering licensed blind entrepreneurs to manage high-performing food and beverage enterprises on public properties throughout Illinois. Through this program, DHS delivers operational excellence while advancing economic self-sufficiency and workforce inclusion.

With more than five decades of statewide experience, BEPB brings proven systems, rigorous compliance standards, and mission-driven accountability to every partnership. Our proposal reflects a commitment to operational reliability, fiscal transparency, regulatory adherence, and student-centered service delivery.

We are confident that BEPB's infrastructure, professional oversight, and long-standing public-sector partnerships uniquely position our program to deliver superior value to Aurora School District 131.

Executive Summary

The Business Enterprise Program for the Blind proposes a comprehensive, compliance-driven beverage services program designed to support East Aurora School District 131's mission of equity, operational excellence, and student achievement.

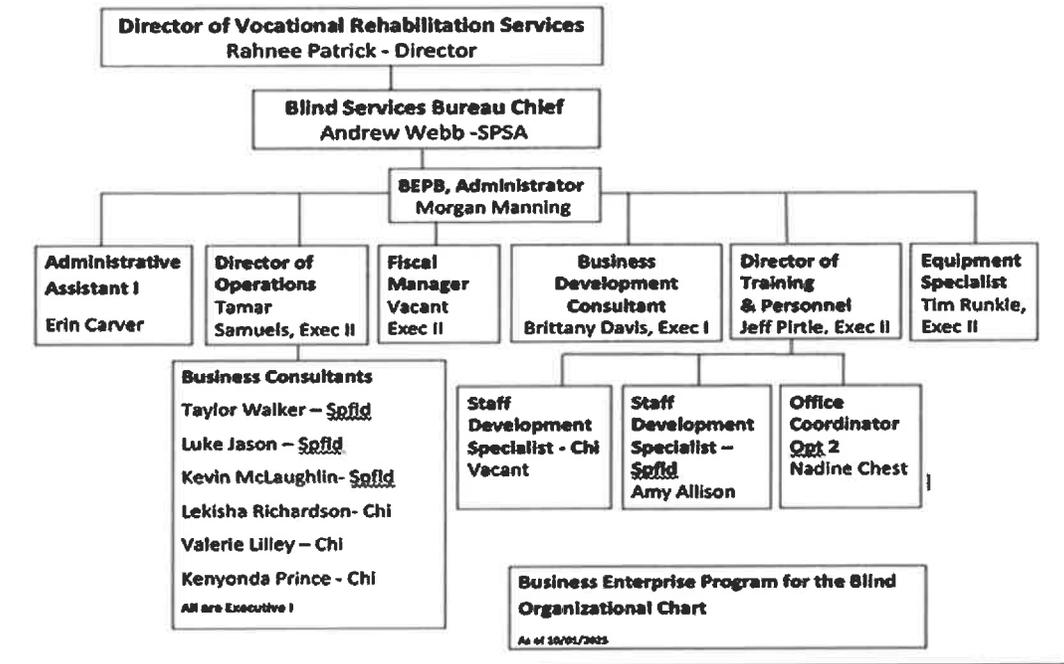
Our approach integrates:

- High-quality, nutritionally compliant beverage offerings
- Centralized oversight and accountability
- Data-driven inventory and revenue management
- Transparent financial reporting
- Robust risk and safety controls
- Community reinvestment through sponsorships

Through this partnership, the district will benefit from reliable service, predictable revenue generation, enhanced student wellness alignment, and minimal operational risk.

BEPB's program structure ensures that all beverage operations are professionally managed, continuously monitored, and aligned with District policies, federal nutrition guidelines, and Illinois regulatory standards.

ORGANIZATIONAL BACKGROUND & CREDENTIALS



The Business Enterprise Program for the Blind operates under the authority of the Randolph-Sheppard Act and serves as Illinois' designated State Licensing Agency. BEPB supports licensed blind entrepreneurs who manage vending, concession, and food service operations throughout the state. The program provides centralized oversight, financial management, regulatory compliance, and professional development services. Through this structure, BEPB ensures consistency, accountability, and high-quality service delivery across all partner locations.

Program Authority and Structure

The Business Enterprise Program for the Blind operates under the authority of the Randolph-Sheppard Act and the Illinois Blind Vendors Act. DHS/DRS serves as Illinois' designated State Licensing Agency, responsible for licensing, training, monitoring, and supporting blind entrepreneurs.

BEPB provides centralized:

- Financial management
- Regulatory compliance
- Equipment procurement
- Contract administration
- Performance monitoring
- Professional development

This structure ensures consistency, accountability, and operational continuity across all partner locations.

Statewide Experience

BEPB currently supports more than 60 licensed blind vendors operating in:

- Federal courthouses
- Universities and colleges
- Correctional institutions
- State agencies
- Transportation facilities
- Public recreational complexes

These operations include vending, concessions, micro-markets, coffee services, and snack bars, serving thousands of patrons daily.

REGULATORY & COMPLIANCE ALIGNMENT

BEPB's proposal fully complies with all applicable laws and standards, including:

- Illinois School Code
- ISBE School Food Service Rules (23 IAC 305)
- USDA Smart Snacks Standards
- Child Nutrition Act
- Illinois Human Rights Act
- Drug-Free Workplace Act
- Criminal Background Check Requirements
- Sexual Harassment Prevention Policies

All personnel assigned to District facilities undergo background screening and compliance training prior to deployment.

BEPB maintains documented compliance systems that are subject to internal and external audit.

OPERATIONAL IMPLEMENTATION PLAN

Transition & Onboarding

Upon contract award, BEPB will initiate a structured implementation process consisting of:

- Site inspections
- Equipment audits
- Inventory assessments
- Electrical and connectivity evaluations
- Staff coordination
- Security clearance processing

A detailed transition timeline will be developed in collaboration with District leadership to ensure uninterrupted service.

Equipment Deployment

All vending, refrigeration, and merchandising equipment will be:

- Energy-efficient
- ADA-compliant
- Remotely monitored
- Equipped with secure cashless systems

Equipment replacement and upgrades will be provided at no cost to the district.

Inventory Management

Product selection and stocking schedules will be driven by:

- Historical sales data
- Seasonal demand patterns

- Student preferences
- Nutritional guidelines

DELIVERY & SERVICE MODEL Launch date (July 1, 2026)

BEPB will provide full-service delivery and stocking services to all District locations. Deliveries will be coordinated during approved operational hours and performed by trained personnel.

Standard service commitments include:

- Routine service
- Emergency restock: Within 24 hours
- Equipment repair response: Within 24 hours
- Stock-out response: Within 12 hours

Order confirmations will be issued within 48 hours of receipt.

STUDENT WELLNESS & NUTRITION ALIGNMENT

BEPB prioritizes student health by offering beverage selections consistent with:

- Dietary Guidelines for Americans
- Alliance for a Healthier Generation Standards
- District Wellness Policy 720.28

Product offerings emphasize:

- Low-sugar options
- Zero-calorie beverages
- 100% juice products
- Enhanced hydration options

All labeling and ingredient disclosures comply with FDA requirements.

RECYCLING & SUSTAINABILITY PROGRAM

BEPB will implement a comprehensive sustainability initiative, including:

- Waste stream assessments
- Placement of standardized recycling bins
- Multilingual signage
- Staff and student education campaigns
- Quarterly recycling performance reviews

Program effectiveness will be monitored and adjusted continuously.

ADVERTISING & SPONSORSHIP STRATEGY

BEPB views advertising as a partnership tool rather than a revenue-only mechanism.

All promotional materials will be subject to District approval.

Proposed initiatives include:

- Event sponsorships
- Athletic program support
- Digital and print advertising
- Co-branded educational campaigns
- Wellness promotion initiatives

Advertising content will reinforce positive health messaging and community engagement

PRICING & PROPOSED OFFER FORM

BEPB submits the following comprehensive pricing structure reflecting middle-market positioning, operational efficiency, and long-term cost stability for East Aurora School District.

All pricing is inclusive of delivery, handling, equipment servicing, maintenance, administrative oversight, and compliance management. No additional surcharges shall be imposed without written District approval.

Proposed Beverage Menu

All beverages listed below comply with:

- USDA & Illinois State Board of Education Rules
- District Wellness Policy
- Alliance for a Healthier Generation Guidelines
- Restrictions on Caffeine and Added Sugar
- Federal School Nutrition Standards

As required, milk, coffee, tea, and reimbursable meal beverages are excluded.

CATEGORY 1: Bottled Water (Primary Offering)

Product	Size	Description
Purified Water	16.9 oz	BPA-free bottle
Purified Water	20 oz	Enhanced hydration
Alkaline Water	20 oz	pH-balanced option
Electrolyte Water	20 oz	No sugar added

Placement: All grade levels

Availability: Student-accessible where permitted

CATEGORY 2: 100% Fruit Juice & Juice Blends

(No added sugar. Minimum 50–100% juice content as labeled.)

Product	Size	Juice Content
Apple Juice	10–12 oz	100%
Orange Juice	10–12 oz	100%

Product	Size	Juice Content
Grape Juice	10–12 oz	100%
Fruit Punch Blend	10–12 oz	≥50%

Placement:

- Middle School: Max 2 machines
- High School: Approved zones
- Elementary: Staff areas only

CATEGORY 3: Isotonic / Sports Beverages (Low Sugar)

Product	Size	Features
Electrolyte Drink	12 oz	Low sugar
Sports Drink Zero	20 oz	Zero sugar
Hydration Blend	16 oz	No artificial dyes

Use:

- Athletics
 - After-school programs
 - Concessions
 - Events
-

CATEGORY 4: Carbonated Soft Drinks (Caffeine-Free / Zero Sugar)
(Restricted per RFP guidelines)

Product	Size	Type
Cola Zero Sugar	12 oz / 20 oz	Caffeine-free

Product	Size	Type
Lemon-Lime Zero	12 oz / 20 oz	No sugar
Orange Zero	12 oz / 20 oz	No caffeine
Root Beer Zero	12 oz	No caffeine

Availability:

- High School (approved machines)
- After-school only (Middle School)
- Not during meal periods

CATEGORY 5: Enhanced & Flavored Waters

Product	Size	Description
Vitamin Water Zero	20 oz	Sugar-free
Flavored Water	16.9 oz	No artificial sweeteners
Antioxidant Water	20 oz	Added vitamins

Target: Middle & High School wellness options

CONCESSION & ATHLETIC EVENT MENU

Category	Products
Water	20 oz / 16.9 oz
Sports Drinks	12 oz / 20 oz
Flavored Water	20 oz
Juice	10–12 oz
Soft Drinks	Zero-sugar options

Pricing Structure

All pricing complies with Section IV(E)(4) of the RFP and is subject to District approval.

Maximum Consumer Pricing

Product Category	Container Size	Maximum Price
Isotonic Beverages	20 oz	\$2.25
Carbonated Soft Drinks	20 oz	\$2.25
Bottled Water	20 oz	\$2.25
Isotonic Beverages	12 oz	\$1.25
Carbonated Soft Drinks	12 oz	\$1.25
Juice / Non-CSD	10-12 oz	\$2.00

PRICING & PROPOSED OFFER FORM

BEPB submits the following comprehensive pricing structure reflecting middle-market positioning, operational efficiency, and long-term cost stability for East Aurora School District.

All pricing is inclusive of delivery, handling, equipment servicing, maintenance, administrative oversight, and compliance management. No additional surcharges shall be imposed without written District approval.

Beverage and Supply Pricing (Per Case)

Bag-in-Box Syrup (5-Gallon): \$135.00
Bag-in-Box Syrup (3-Gallon): \$92.00
20-Ounce Bottles (24 Count): \$21.50
Bottled Water (24 Count): \$8.75
12-Ounce Cans (24 Count): \$12.90
Sports Drinks (24 Count): \$19.80
Tea Beverages (24 Count): \$18.40

Disposable Supplies

12-Ounce Cups: \$42.00
22-Ounce Cups: \$48.00
32-Ounce Cups: \$55.00
Medium Lids: \$32.00
Large Lids: \$35.00

Pricing is fixed for the initial contract term and subject to CPI limitations for renewal periods.

COMMISSION STRUCTURE

Commission Rate

BEPB proposes a commission equal to five percent (5%) of Gross Beverage Sales generated under this Agreement.

Definition of Gross Sales

Gross Beverage Sales shall include all revenues derived from approved beverage sales, excluding applicable taxes and authorized refunds, consistent with RFP definitions.

Payment and Reporting

Commission payments shall be:

- Calculated monthly
- Remitted within thirty (30) days
- Accompanied by detailed location-level sales reports
- Supported by verifiable transaction records

Audit Rights

The District may audit BEPB financial records upon reasonable notice. Any underpayments identified shall be promptly remitted with corrective documentation.

RISK MANAGEMENT & SAFETY PROTOCOLS

BEPB maintains a comprehensive enterprise-level risk management framework designed to protect District assets, personnel, students, and institutional reputation.

Financial Stability & Corporate Backing

DHS maintains strong financial standing security by:

- Consistent multi-year profitability
- Adequate operating reserves
- Access to established credit facilities
- Diversified customer portfolio
- Conservative debt management practices

The Vendor's most recent independent financial audit is included in this proposal and demonstrates sufficient liquidity and capitalization to meet all contractual obligations.

Safety Training Program

All personnel receive mandatory training covering:

- Equipment operation
- Hazard recognition
- Emergency response
- Student interaction protocols
- Data privacy compliance

Training is refreshed annually and documented centrally.

Incident Reporting System

BEPB operates a formal incident management platform requiring:

- Immediate reporting
- Root-cause analysis
- Corrective action plans
- District notification

- Performance monitoring

All incidents are tracked and resolved within defined timelines.

Loss Prevention & Asset Protection

Security measures include:

- Non-resettable meters
- Cashless payment encryption
- Secure vault systems
- Inventory reconciliation
- Remote monitoring technology

Shrinkage audits and reconciliation reviews are conducted monthly.

Insurance Compliance

BEPB maintains coverage exceeding minimum standards:

General Liability: \$1M / \$2M

Property Damage: \$50K / \$1M

Food Liability: \$1M / \$2M

Workers' Compensation: Statutory

Automobile Liability: \$1M

Annual insurance audits verify carrier ratings and coverage adequacy.

Governance Oversight

A centralized risk committee reviews safety, compliance, and operational performance quarterly and issues corrective directives where necessary.

REPORTING, TRANSPARENCY & AUDIT CONTROLS

BEPB maintains industry-leading reporting systems.

Monthly Reporting

Reports include:

- Gross sales by site
- Product category performance
- Equipment uptime
- Service response times
- Inventory turnover
- Commission calculations

Independent Reviews

Financial and operational reviews are conducted periodically to validate compliance and accuracy.

Financial Capability

IL BEPB FY-2024 FINANCIAL STATEMENT

RSA FY-24 Illinois Business Enterprise Program for the Blind Financial Statement

Report Through: September 30, 2024

Part I: Vending Facilities & Vendors

A. Federal Property • Facilities (Start: 17, Closed: 1, End: 16)

- 1. General Services Administration: 6
- 2. U.S. Postal Service: 9
- 3. Department of Defense: 1

B. Public Property • Facilities (Start: 60, New: 1, Closed: 2, End: 59)

- 1. State: 53
- 2. County: 5
- 3. Municipal: 1

Part II: Interstate Highway Program

Total Vending Locations: 50

- 1. Operated by Vendors: 50 (Receipts: \$4,172,853)
 - Vendors Employed: 27

Part III: Program Expenditures by Source of Funds

Expense Category Total (\$)

Equipment Replacement: \$819,129

Expense Category	Total (\$)
Equipment Maintenance/Repair	519,614
Facilities Refurbishment	365,298
Facilities Acquisition	0
Management Services	2,407,856
Fair Minimum Return	111,167
Health Insurance	41,655
Paid Sick Leave/Vacation	96,925
Initial Stock & Supplies	2,557
Total Expenditures	4,364,201

Part IV: Distribution and Expenditure of Program Funds

Description	Federal (\$)	Non-Federal (\$)	Set-Aside (\$)	Total (\$)
Funds at Year Start	\$96,924	0	\$285,017	\$381,941
Funds Added During Year	\$96,696	0	\$149,972	\$246,668
Total Funds Available	\$193,620	0	\$434,989	\$628,609
Funds Distributed to Vendors	0	0	0	0
Other Funds Expended	\$96,925	0	\$164,666	\$261,591
Year-End Balance	\$96,695	0	\$270,323	\$367,018

REFERENCES AND EXPERIENCE

1. William L. Beatty Federal Building – Alton, IL

Facility Overview: The William L. Beatty Federal Building and U.S. Courthouse, located in historic downtown Alton, houses federal agencies such as the Office of Surface Mining and the Social Security Administration.

Services Provided: Steve Heltsley oversees 14 vending machines at the William L. Beatty Federal Building, providing a wide selection of cold food, snacks, beverages, and coffee services to meet the daily needs of federal employees and visitors.

2. Homestead Rest Area – Madison County, IL

Facility Overview: The Homestead Rest Area is a well-frequented stop along interstate 55 in Madison County, Illinois, providing travelers with essential amenities.

Services Provided: Janet Wetmore oversees 14 vending machines, including offerings of cold food, snacks, and beverages. Under her management, this rest area has become the most profitable in the fleet, demonstrating exceptional service and product selection.

3. Waubonsee Community College – Sugar Grove, Aurora, and Plano, IL

Institution Overview: Waubonsee Community College is a public community college with campuses in Sugar Grove, Aurora, and Plano, serving a diverse student population.

Services Provided: Giovanni Francese manages 58 vending machines offering snacks, cold food, and beverages across the campuses. Additionally, he provides coffee services and is in the process of implementing a micro market, enhancing the campus dining experience.

4. Big Muddy River Correctional Center – Ina, IL

Facility Overview: The Big Muddy River Correctional Center is a medium-security adult male facility located in Ina, Illinois, operated by the Illinois Department of Corrections.

Services Provided: Jeremy Holderfield manages 11 vending machines providing snacks and beverages to staff and visitors. This facility ranks as the second most profitable correctional center in the portfolio, reflecting the effectiveness of the vending services provided.

5. Western Illinois University – Macomb, IL

Institution Overview: Western Illinois University is a public university located in Macomb, Illinois, offering a wide range of academic programs.

Services Provided: Kevin Dwyer oversees more than 45 vending machines offering snacks, cold food, and beverages across the campus. As one of the first universities to partner with the BEPB program, Western Illinois University played a key role in establishing our presence in the higher education space, setting the foundation for future campus partnerships.

DEPARTMENT OF REVENUE
FROM: Rodney Schleder
Property Management Division Manager

SUBJECT: BEPB VENDING PROGRAM

Hello, I've had the pleasure working alongside several vendors within the Business Enterprise Program for the Blind, all have shown what trained professionals they are. This would include the ability to support high tech vending programs, gift shops, and cafeteria management that is well structured, ethical, providing high level customer service.

With the support of Gifts N More vending we recently transformed our cafeteria area into a high functioning and well supported Micro Market. This was a custom design with high end detail by the vendor and a seamless transition, we at the Willard Ice Building couldn't be more pleased with.

They support a 1,200 employee, 600,000 sq ft building with little to no issues while meeting the goals for Revenue staff, this would include their own staff with very little turnover.

Feel free to reach out with any questions as we enjoy what the Business Enterprise Program has done for the Illinois Department of Revenue and hope to continue this partnership for many years to come.

Rodney Schleder

Rodney.Schleder@Illinois.Gov

JB Pritzker
Governor



Latoya Hughes
Acting Director

The Illinois Department of Corrections

Menard Correctional Center
711 Kaskaskia Street • Menard, IL 62259 • (618) 826-5071 TDD: (800) 526-0844

February 22, 2024

Re: Blazing Cane Vending Company

To Whom It May Concern,

This is a reference letter for Jeremy and Carla Holderfield of Blazing Cane Vending Company. They have been the vending representative for approximately one year. They do a fantastic job servicing the vending machines at Menard Correctional Center.

There have been a couple of instances that machines have required service or repair. Anytime Jeremy or Carla are contacted they make it a priority to fix whatever is wrong. They are very responsive to the needs of the facility. That is very appreciated by staff and visitors alike.

Jeremy and Carla have requested to try new/different items in several of the vending machines in the facility. I have been working with the Warden's Office to get the approval. They have been more than patient in awaiting the approval.

This facility really appreciates the job and dedication of Blazing Cane Vending Company. We highly recommend them for vending services for any facility.

Please feel free to reach out to me regarding the subject at any time.

Sincerely,

A handwritten signature in black ink that reads "Charlotte Scott". The signature is written in a cursive, flowing style.

Charlotte Scott
Business Office Supervisor
Menard Correctional Center
618-826-5071 Ext. 2264
Email - Charlotte.Scott@Illinois.gov

Mission: To serve justice in Illinois and increase public safety by promoting positive change for those in custody, operating successful reentry programs, and reducing victimization.

www.Illinois.gov/Idoc

BEPB will provide additional references upon request, including Letters of recommendation and performance evaluations are available.

CONTRACT ALIGNMENT & GOVERNANCE

BEPB is prepared to execute the District's standard contract form and all required certifications.

- Sexual Harassment Policy Certification
- Drug-Free Workplace Certification
- Eligibility to Bid Certification
- Equal Employment Compliance
- Background Check Authorization

Contract administration will be managed by DHS legal and compliance divisions.

CONCLUSION

The Illinois Department of Human Services Business Enterprise Program for the Blind offers East Aurora School District 131 a comprehensive, low-risk, high-performance beverage services solution.

Through this partnership, the District will receive:

- Reliable, compliant service
- Transparent financial reporting
- Strong revenue generation
- Community reinvestment
- Minimal administrative burden
- Institutional stability

Few vendors possess the infrastructure, regulatory capacity, and public-sector accountability required to deliver this level of performance.

BEPB stands ready to serve as a long-term strategic partner committed to advancing Aurora's mission of educational excellence, equity, and operational efficiency.

Respectfully submitted,

Brittany Davis

Digitally signed by Brittany
Davis
Date: 2026.02.12 16:25:15
-06'00'

Brittany Davis
Business Development Consultant
Illinois Department of Human Services
Business Enterprise Program for the Blind

(1) VENDOR INFORMATION AND AUTHORIZATION

The undersigned hereby affirms that:

- * He/She is a duly authorized agent of the *Vendor*.
- * He/She has read, understands, and agrees to the *RFP*.

I certify that I am submitting the following offers as my company's *proposal*. I understand by virtue of executing and returning with this *Proposal* this required response form, I further certify full, complete, and unconditional acceptance of the contents of this *RFP*.

Print Name: Brittany Davis Title: Business Development Consultant

Company Name: Illinois Department of Human Services (DHS/DRS/BEPB)

Address: 809 Commercial Ave.

City Springfield State: IL ZIP: 62703 Telephone: 312.639.6186

Fax: _____ E-Mail: Brittany.Davis5@illinois.gov

Signature Brittany Davis Date: 2/6/2026

NOTE: If a joint venture is proposed, each party must provide this authorization.

(2) ACKNOWLEDGEMENT OF ADDENDUM (if any)

Addendum #1: acknowledge receipt on 2/4/2026

Addendum #2: acknowledge receipt on _____

Addendum #3: acknowledge receipt on _____

(3) CERTIFICATE OF ELIGIBILITY TO SUBMIT PROPOSAL (PROPOSAL)

DHS/DRS/BEPB (*Vendor*), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, its) partners, officers, or owners of (his, her, its) business have been convicted in the past five (5) years of the offenses of *proposal-rigging* under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, its) business

has ever been convicted of the offense of *proposal*-rotating under Section 33E-4 of the Illinois Criminal code of 1961 as amended.

Signature of Vendor: Brittany Davis

Title: Business Development Consultant

Date: 2/6/2026

(4) ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

Brittany Davis, being first duly sworn, deposes and
says: (print name)

that he/she is Consultant of DHS/DRS/BEPB
(owner, president, partner, etc.) (name of company)

the party making the foregoing *Proposal*, that such *Proposal* is genuine and not collusive, or sham; that said *Vendor* has not colluded, conspired, connived or agreed, directly or indirectly, with any other *vendor* or person, to put in a sham *proposal* or to refrain from *proposal*, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the *proposal* price element of said *proposal*, or of that of any other *Vendor*, or to secure any advantages against any other *Vendor* or any person interested in the proposed contract.

Signed: Brittany Davis Date: 2/6/2026

(5) HOLD HARMLESS CERTIFICATION

The *Vendor* agrees to indemnify, keep and save harmless East Aurora School *District* 131, Kane County, Illinois, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may accrue against the *District* in consequence of granting this *Contract* or that may result therefrom, whether or not it will be alleged or determined the act was caused through negligence or omission of the *Vendor* or its employees, of the *District* or its employees arising from or incurred against the *District* in any such action, and will at his own expense discharge same.

The *Vendor* agrees to indemnify, keep and save harmless East Aurora School *District* 131, Kane County, Illinois, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may in any way accrue against the *District* in consequence of use by the *Vendor*'s employees of equipment owned, rented or leased by the *District*.

The *Vendor* understands and agrees that any insurance protection required by this *Contract*, or otherwise provided by *Vendor*, will in no way limit the responsibility to indemnify, keep, save harmless and defend East Aurora School *District* 131, Kane County, Illinois as herein provided.

For: DHS/DRS/BEPB By: Brittany Davis

(company name)

(signature)

Its: Consultant
(owner, president, partner, etc.)

Date: 2/6/2026

(6) VENDOR'S DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug Free Workplace Act"), the undersigned certifies to the Board of Education of East Aurora School District 131, Kane County, Illinois that it will provide a drug-free workplace by:

1. Publishing a statement:
 - a. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the *Vendor's* workplace;
 - b. specifying actions that will be taken against employees for violations of this prohibition;
 - c. notifying employees that, as a condition of employment on this contract, employees will:
 1. abide by the terms of the statement,
 2. notify the *Vendor* of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
2. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the *Vendor's* policy of maintaining a drug-free workplace;
 - c. available drug counseling, rehabilitation, and employee assistance programs;
 - d. penalties that may be imposed upon employees for drug violations.
 - e. Making it a requirement to give a copy of the statement in subsection "1" to each employee engaged in performance of the contract, and posting it in a prominent workplace location.
3. Notifying the *District* within ten days after receiving notice in subsection "1", paragraph "C", part "2", from an employee, or otherwise receiving actual notice of such

conviction.

4. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.
5. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.
6. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this *Vendor's* Drug Free Workplace Certification will subject the *Vendor* to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

For: DHS/DRS/BEPB
(company name)

By: Brittany Davis
(signature)

Its: Consultant
(owner, president, partner, etc.)

Date: 2/6/2026

NOTICE: This Drug Free Workplace Certification must be completed by *Vendors* with (25) or more employees at the time of contract: or a department, division, or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with the *District*.

PROPOSED CONTRACT SAMPLE

ILLINOIS DEPARTMENT OF HUMAN SERVICES DIVISION OF REHABILITATION SERVICES BUSINESS ENTERPRISE PROGRAM FOR THE BLIND

SAMPLE

MEMORANDUM OF UNDERSTANDING

The Department of Human Services (DHS)/Division of Rehabilitation Services (DRS)/Business Enterprise Program for the Blind (BEPB) (DHS/DRS/BEPB), and the Aurora School DISTRICT (Facility) hereby enter into this Memorandum of Understanding (MOU) pursuant to the statutory mandates set forth in the Blind Vendors Act, 20 ILCS 2421/1 *et seq.* DHS and are collectively referred to herein as “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Facility is desirous of having the BEPB Vending Facilities for the use of its employees, individuals served and the general public properly on its Premises (unless otherwise limited herein) at **Aurora School DISTRICT**

WHEREAS, DHS/DRS/BEPB is willing to operate, under this MOU with the Facility, such Vending Facilities in said buildings, and provide all equipment and inventories necessary for its operation therein and operate said facilities as hereinafter provided; and

WHEREAS, the Facility is agreeable to such operation on the terms hereinafter set forth.

NOW, THEREFORE, it is agreed by the Parties hereto as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings, unless defined elsewhere in this MOU:

“BEPB” means the Business Enterprise Program for the Blind.

“Blind Vendor” means a blind person licensed by DHS/DRS/BEPB to operate a Vending Facility.

“Blind Vendors Act” means the Illinois statute set forth at 20 ILCS 2421/1 *et seq.*

“DHS” means the Illinois Department of Human Services.

“DHS/DRS/BEPB” means the State Licensing Agency in Illinois designated by the U.S.

Department of Education under the Randolph-Sheppard Act, 20 U.S.C. 107 *et seq.*, and rules issued pursuant thereto at 34 CFR Part 395. DHS/DRS/BEPB shall operate the location pursuant

to said federal laws and regulations, and the Blind Persons Operating Vending Facilities Act, 20 ILCS 2421, and the rules promulgated there under 89 Ill. Adm. Code Part 650.

“DRS” means the Division of Rehabilitation Services.

“Location” means a facility operated and/or controlled by the Facility.

“MOU” means this Memorandum of Understanding.

“Premises” means a Location operated and/or controlled by the Facility.

“Randolph Sheppard Act” means the Federal statute set forth at 20 U.S.C. §107 *et seq.*

“Vending Facility” means automatic vending machines and such other appropriate auxiliary equipment that may be operated by Blind Vendors and that is necessary for the sale of

confections, foods and beverages dispensed automatically and prepared off the Premises in accordance with all applicable health laws.

“Vending Machine” means a machine that dispenses articles.

“Vendor” means a Blind Vendor licensed by DHS/DRS/BEPB to operate a Vending Facility upon the Facility’s Premises.

ARTICLE II EFFECTIVE DATE

2.1 Effective Date. This Memorandum of Understanding shall become effective when fully executed by all Parties and shall continue in effect until terminated for default or noncompliance.

ARTICLE III EQUIPMENT AND SUPPLIES

3.1 Equipment Provision. Unless otherwise specified herein, DHS/DRS/BEPB agrees to provide, at its own cost, all equipment deemed necessary for the proper operation of the Vending Facilities, and to provide whatever other initial inventory is necessary or proper for such operation. All such equipment shall, however, be subject to the approval of the Facility, and shall be located and installed at the expense of DHS/DRS/BEPB, pursuant to plans approved by the Facility. No alterations of the Premises may be made without the permission of facility

ARTICLE IV PERSONNEL

4.1 Vendor Employees. If the Vendor finds it necessary to hire personnel, all such personnel shall at all times be under the direction of the Vendor and not of the Facility and shall be subject to such health examination as may be required by local, State or Federal authorities.

4.2 Anti-Discrimination. The Vendor shall not unlawfully discriminate against any employee or applicant for employment.

ARTICLE V ITEMS SOLD

5.1 Item List. Items and products sold shall be agreed to by the Facility and Vendor. No other types of items or products shall be sold illegal or pornographic. *See **Attachment 1***.

5.2 No Competition. The Facility agrees to not sell items that would be considered to be, by a reasonable prudent person, like products of that of the Vendor. Thus, the Facility agrees to not compete with the Vendor.

ARTICLE VI INSURANCE

6.1 Non-auto Insurance Requirements. DHS/DRS/BEPB, through the Vendor, will provide insurance protection for each of the Vending Facilities and for the benefit of the Facility and Vendor in the following amounts:

- Public Liability \$1,000,000/\$2,000,000
- Property Damage \$50,000/\$1,000,000
- Food Products Liability
- \$1,000,000/\$2,000,000 Fire & Extended Coverage on Equipment
- Worker’s Compensation Coverage to meet minimum Standards set forth in law.

6.2 Certification. The Facility may annually request from Vendor a Certificate of Insurance evidencing such coverage and naming the Facility as an additional loss payee.

ARTICLE VII MISCELLANEOUS

7.1 Conformance with Law. DHS/DRS/BEPB, the Facility and the Vendor agree to conform to all Federal, State, county, and city laws, rules and regulations covering the sale of food and drink, and the operation of the facility as applicable. All necessary licenses shall be secured and all governmental taxes and fees levied with respect to the Vending Facility shall be paid by the Vendor.

7.2 Applicable Law and Severability. This MOU shall be governed in all respects by the laws of the State of Illinois. If any provision of this MOU shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this MOU shall not affect the remaining portions of this MOU or any part thereof. In the event that this MOU is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

7.3 Utilities. The Facility will, at its own expense, provide all heat, air conditioning, electricity, gas, water, and any other utilities reasonably needed to operate the Vending Facility(ies) on its Premises.

7.4 Repairs and Damages. Any and all claims, losses, liabilities or other expenses, including repair expenses sustained by the Facility arising from or relating to the operation of the Vending Facilities by the Vendor or his/her employees, servants, or agents, shall be paid by DHS/DRS/BEPB or the Vendor. DHS/DRS/BEPB and Vendor’s obligation under this paragraph shall survive the expiration or termination of this MOU.

7.5 Service Interruptions. The Facility may interrupt service of the heating, air conditioning, plumbing, water, and electric systems only when necessary by reason of accident or

emergency and until emergency repairs have been made, provided such emergency repairs are made with due diligence, the Facility shall, if practicable, notify BEPB and the Vendor of the interruption, the reason for it, and the estimated time it will take to make emergency repairs. Other repairs, maintenance, alterations, replacements, and improvements shall be made at reasonable times so as to minimize the interference with the Vendor's operation.

7.6 Service. Vendor shall provide service for machines twenty-four (24) hours per day, seven (7) days per week, or as needed.

7.7 Non-interference. DHS/DRS/BEPB and the Vendor hereby agree that they will not restrict or otherwise impair the use of the licensed Premises by the public or Facility employees or its agents, or any other person lawfully on the licensed Premises. Vendor and Vendor's personnel shall adhere to all security policies of the Facility.

7.8 Notices. All notices required or desired to be sent by either Party shall be sent to the persons listed below:

To DHS/DRS/BEPB:
Brittany Davis, Business Development
Consultant
Business Enterprise Program for the
Blind 809 Commercial Avenue
Springfield, Illinois 62703
312.639.6186 (phone)
217.558.2328 (fax)
Brittany.Davis5@illinois.gov

7.9 Entire Agreement and Modification. This MOU, including any and all exhibits and referenced documents, if any, constitutes the entire agreement of the Parties with respect to the matters contained herein. No modification of amendment or addendum to this Agreement shall be effective unless such modification, amendment or addendum is in writing and signed by all of the Parties.

7.10 Termination. This MOU may be terminated by either Party upon ninety (90) days' written notice based upon legislative changes or repeals to relevant portions of the Blind Vendors Act.

7.11 Limitation of Damages. Except for DHS' gross negligence or willful misconduct, in no event shall DHS or its affiliates or their respective officers, directors, agents or employees be liable to the Facility for penalties, anticipated profits, or for punitive, special, indirect, incidental, or consequential damages whether an action is brought in contract, tort, indemnity or strict liability. For purposes of this provision, the Vendor is not an affiliate, agent, or employee of DHS.

7.12 Assignment; Binding Effect. This MOU, or any portion thereof, shall not be assigned or subcontracted by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DHS and the Facility and their respective successors and permitted assigns.

7.13 No Personal Liability. No member, official, director, employee or agent of DHS or the Facility shall be individually or personally liable in connection with this MOU. For purposes of this provision, the Vendor and the Vendor's employees are not employees or agents of DHS or the Facility.

7.14 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

7.15 Incorporation by Reference. Attachments, laws and regulations referred to in this MOU are hereby incorporated by reference.

7.16 Additional Attachments. Attached to this MOU and made a part hereof is the following:
Attachment 1.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their authorized representatives.

