

REQUEST FOR PROPOSAL

FY22 – RFP – 006

for

VENDING SERVICES

for

CONNECT TRANSIT



Services Requested:	Vending Services
Contract Type:	Firm Fixed Commission or Price and Fees
Number of Contracts:	One
Funding Source:	Revenue Contract or Operating Funds
Date Issued:	April 18, 2022
Pre-Proposal Meeting:	N/A
Deadline for Questions Regarding this RFP:	April 29, 2022
Answers to Questions Posted on Website:	May 4, 2022
Proposals Due:	May 16, 2022, 12:00 pm CST
Evaluation of Proposal & Possible Interviews:	May 16 – May 20, 2022
Tentative Contract Award:	May 24, 2022
Anticipated Start Up Date:	June 1, 2022

REQUEST FOR PROPOSAL – COVER PAGE

ISSUE DATE: April 18, 2022

PROCUREMENT TITLE: FY22 – RFP – 006
Vending Services

ISSUING AND USING AGENCY: Bloomington-Normal Public Transit System
Hereinafter Connect Transit
Attn: Brady Lange, Procurement Director
351 Wylie Dr.
Normal, Illinois 61761

Proposals for Furnishing the Services Described Herein Will Be Received Until:
12:00 pm CST on May 16, 2022.

All Inquiries for Information Should Be Directed To: Address listed above or at Phone: (309) 829-1159

IF PROPOSALS ARE MAILED OR HAND-DELIVERED, SEND DIRECTLY TO:

CONNECT TRANSIT PROCUREMENT, 351 WYLIE DRIVE, NORMAL, ILLINOIS 61761

The Reference Number, Date and Time of proposal submission deadline, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance with This Request for Proposal and To All Conditions Imposed Therein and Hereby Incorporated by Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services Described Herein in Accordance with The Attached Signed Proposal or As Mutually Agreed Upon by Subsequent Negotiation.

Name of Firm

Date

Address

By *(Signature in Ink)*

City State Zip Code

Name *(Please Print)*

() _____
Telephone

Title

() _____
Fax Number

FEI / FIN Number

Email: _____

LEGAL NOTICE

REQUEST FOR PROPOSAL

FY22 – RFP – 006

VENDING SERVICES

Connect Transit is seeking proposals from interested parties for Vending Services. The scope of work/specifications is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments. Sealed proposals are to be received until **12:00 pm CST on May 16, 2022**.

Requests for clarification and/or questions concerning the issued document shall be directed to Brady Lange in the Connect Transit Procurement department at (309) 829-1159 or e-mail blange@connect-transit.com. All submittal questions concerning this RFP are due on or before April 29, 2022. This will be the only notice rendered for this procurement. Proposal documents can be obtained at Connect Transit offices located at the above address, during normal business hours of 8:00 am and 5:00 pm, Monday through Friday or Connect Transit's website <https://www.connect-transit.com/>.

The right is reserved to accept any proposal/bid or any part or parts thereof or to reject any and all proposals/bids. Acceptance of any proposal/bid is subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to financial assistance contract between Connect Transit and the United States Department of Transportation and the Illinois Department of Transportation.

In accordance with Title VI of the Civil Rights Act of 1964, Connect Transit notifies all proposed vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

A Non-Mandatory Pre-Proposal Meeting will be held on **N/A** virtually via Microsoft Teams. Contact the Procurement Director for meeting details or call-in options.

Funding provided in whole or in part by the Illinois Department of Transportation "IDOT".

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of Connect Transit's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications, or corrections to the solicitation documents issued by Connect during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by Connect Transit to Contractor, which reflects internal CONNECT TRANSIT procedures not affecting the Contract terms or Specifications.

Bidder/Bidder or Offeror: Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Bid/Bid to perform the Work.

Buyer: Individual designated by Connect Transit to conduct the Contract solicitation process, draft, and negotiate contracts, resolves contractual issues, and supports the Treasurer during Contract performance.

Change Documentation: A written document agreed upon by Connect Transit, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by Connect Transit, with or without notice to sureties, making changes in the Work within the Scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting, or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between Connect Transit and the Contractor for completion of the Work.

Procurement Department: The individual designated by Connect Transit to administer the Contract and be the Contractor's primary point of contact. The Procurement Department will approve orders, receipts, invoices and document the Contractor's performance.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with Connect Transit for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the

estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration, and technical guides, delivered by the Contractor to Connect.

DOT: Department of Transportation.

Final Acceptance: The point when Connect Transit acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by Connect Transit to manage the project on a daily basis and who may represent Connect Transit for Contract administration. This Contract may be part of a larger Connect Transit project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that is available to Bidders for information and reference in preparing Bids but not as part of this Contract.

RFP or Solicitation: Request for Proposal. Also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Invitation for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time, or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or Connect Transit, as applicable, and means that the Contractor or Connect Transit, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Invitation for Bids consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Procurement Department in accordance with the Scope of Work/Specifications.

DBE: Disadvantage Business Enterprise.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1.1 Introduction

Connect Transit is the primary public transportation provider for the Bloomington-Normal, Illinois region. Connect Transit has provided safe, reliable, and affordable public transportation to the region since 1972. Currently, Connect Transit operates thirteen fixed routes that provide transit services within the city limits of Bloomington and Normal. For those riders who cannot use the fixed route buses, a special curb-to-curb service operates for eligible riders. Other services also provided with cooperation with Illinois State University are the Redbird Express- a campus shuttle and evening bus service. Connect Transit is governed by a 7-member Board of Trustees appointed by the City Councils of Bloomington and Normal. The transit service area encompasses approximately 45 square miles with a population approaching 132,000 residents.

1.2 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified, responsive, and responsible companies or firms to provide vending services to employees.

1.3 Proposal Submission

The proposer shall submit:

- **One (1) electronic copy**

The proposal shall be delivered via email to blange@connect-transit.com. Oversize pages used for drawings or similar purposes are allowed. The subject line of the email submission of the proposal must be clearly marked with the words **"Proposal for Vending Services RFP# FY22 – RFP – 006."** Connect Transit will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time. If the email attachment is too large for delivery, contact via email for other submission options.

Connect Transit shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included in this RFP. All proposals are due **NO LATER THAN 12:00 PM CST, MAY 16, 2022.**

1.4 Postponement or Cancellation of Request for Proposals

Connect Transit reserves the to cancel this RFP at any time or change the date and time for submitting Proposals by issuing an addendum prior to the date and time established for proposal submittal.

1.5 Proposal Signatures

Each Proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority unless such evidence has been previously furnished to Connect Transit.

1.6 Addenda

Connect Transit reserves the right to amend this RFP at any time prior to the Proposal Due Date. Any such amendments will be issued as addenda to the RFP and will become part of the RFP. Addenda will be posted exclusively on the website. Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each Proposal. Failure to do so may result in the rejection of a Proposal, at Connect Transit's sole discretion.

1.7 Procurement Schedule

The following timeline has been established for this Request for Proposals:

TASK	DATE
Date Issued:	April 18, 2022
Pre-Proposal Meeting:	N/A
Deadline for Questions Regarding this RFP:	April 29, 2022
Answers to Questions Posted on Website:	May 4, 2022
Proposals Due:	May 16, 2022, 12:00 pm CST
Evaluation & Possible Proposer Interviews (Tentative):	May 16 – May 20, 2022
Tentative Contract Award:	May 24, 2022
Anticipated Start Up Date:	June 1, 2022

1.8 Inquiries

The Proposer is required to show on all correspondence with Connect Transit the following: **"FY22 – RFP – 006: Vending Services"**. Any communication with Connect Transit regarding any aspect of this solicitation shall only be with:

Brady Lange
Procurement Director
Connect Transit
351 Wylie Dr.
Normal, IL 61761

Written communication may also be forwarded via email to **blange@connect-transit.com**. Communication related to this RFP should not be made with any other representative of Connect Transit.

1.9 Pre-Proposal Meeting

There will be no Pre-Proposal meeting for this RFP.

1.10 Interviews & Presentations

Connect Transit may conduct interviews either in person or via video conference as part of the proposal review process. During the interview, the Proposer may be required to make a subsequent oral presentation detailing how the Proposer would approach the specific program objectives outlined in the Project Requirements and Deliverables. Proposers will be informed in writing of any planned interviews.

Connect Transit reserves the right to ask any Proposer to submit information missing from its offer, to clarify its offer, and to submit additional information which Connect Transit deems desirable, and does not affect quality, quantity, price, or delivery.

1.11 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, scope of work, etc., must be requested in writing and with sufficient time allowed (a minimum of ten (10) calendar days before date set to receive Proposals) for a reply to reach Proposers before the submission of their Proposal. Any interpretation or change made will be in the form of an addendum to the RFP, scope of work, etc., as appropriate, and will be furnished as promptly as is practicable

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to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the Proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by Connect Transit before the award of the Contract will not be binding upon Connect Transit.

1.12 Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names, manufacturer, or product names are used in the specifications, they are included for establishing a description of the item. This inclusion is not advocating or prescribing the use of a brand, item, or product. Whenever such names appear, request for approved equal substitutions will be considered. Vendor's request for approved equals shall include all aspects of product which would document the procedures salient features. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to Connect Transit to determine whether the Proposer's product is or is not equal to that specified.

If potential Proposer believes that their product is equal to the product specified, they must submit a written request to Connect Transit on the provided form (Attachment D) by the date indicated on the Procurement Schedule. Connect Transit will either approve or reject the request by the date indicated in the Procurement Schedule.

Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a Proposal may be cause for its rejection.

1.13 Examination of RFP and Contract Documents

Proposers are expected to examine the scope of services required, specifications, schedules, and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the Proposal, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a Proposal shall constitute an acknowledgment upon which Connect Transit may rely that the Proposer has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP work sites, statutes, regulations, ordinances, or resolutions.

1.14 Cost of Proposals

Connect Transit is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

1.15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

A modification of a Proposal already received will be accepted by Connect Transit only if the modification is received prior to the Proposal Due Date, is requested by Connect Transit, or is made in response to a request for revised Proposal. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal prior to the Proposal Due Date by submitting to Connect Transit, a written request for withdrawal executed by the offeror's authorized representative. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal in the time set for receipt of bids.

Any Proposal or modification of Proposal received at Connect Transit office designated in the solicitation after the exact time specified will not be considered.

1.16 Errors and Administrative Corrections

Connect Transit will not be responsible for any errors in Proposals. Connect Transit reserves the right to request an extension of the procurement period from Proposers.

Connect Transit reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the Proposal.

1.17 Compliance with RFP Terms and Attachments

Connect Transit intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions, however, if exceptions are being taken, they should be clearly defined in writing with your Proposal. Proposers shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to an RFP requirement.

1.18 Proposal Requirements / Mandatory Required Documentation

Proposals shall include, at a minimum, the following information presented in a clear and concise format to demonstrate the Proposer's competence and professional qualifications for the satisfactory performance of the services:

A. Cover Letter

This section should provide a summary of the proposal and a contact name and information. The cover letter must be signed by a representative of the company that is authorized to negotiate and sign a contract on behalf of the company.

B. Company Profile

Provide a company profile including the Proposer's name, business address, and telephone number, as well as a brief description of the Proposer's size (nationally and locally), date of establishment, type of organization, and local organizational structure. The primary Proposer must identify the name, telephone number and e-mail address for the contact person who will be the account manager.

C. References

Provide three (3) references for current clients from the last two (2) years for which the firm provides similar services.

D. Work Plan

This section should include a description of how the Proposer plans to address all items in Section 7 – Scope of Work.

E. Proposal Price Schedule Form (Attachment L)

F. RFP Cover Page and Attachments A - L

CAUTION: Proposers are advised to submit any additional information as may be necessary to ensure the Proposal is complete.

1.19 Collusion

The Proposer guarantees that the Proposal submitted is not a product of collusion with any other Proposer, and no effort has been made to fix the Proposal price of any Proposer or to fix any overhead, profit, or cost element of any Proposal price (Attachment K – Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time Proposals are due shall be grounds for disqualification of the Proposer's offer.

If Connect Transit determines that collusion has occurred among Proposers, none of the Proposals from the participants in such collusion shall be considered. Connect Transit's determination shall be final.

1.20 Pricing, Taxes, and Effective Date

The price to be proposed in any Proposal will include all items of labor, materials, tools, equipment, delivery, bonds, and other costs necessary to fully meet the requirements of Connect Transit. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Connect Transit is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

1.21 Rejection of Proposals

Connect Transit reserves the right to reject any or all Proposals and waive any minor informalities or irregularities.

1.22 Exclusionary or Discriminatory Specifics

Connect Transit agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. Connect Transit further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1.23 Protest Procedures

Connect Transit maintains written procedures that must be followed for all Proposer protests. Proposer protest procedures are available at the office of the Procurement Department. Failure to comply with any of the requirements set forth in Connect Transit's written Proposer protest procedures may result in the rejection of the protest.

Protests related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for receipt of Proposals; if the protest addresses and amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for receipt of Proposals or five (5) working days after the date of issuance of the amendment, whichever is later. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of Proposals in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties given notice of the protest and posted to Connect Transit's procurement web page.

Protests related to the recommendation for Contract award, shall be submitted in writing, must be received by Connect Transit within five (5) calendar days after the date such notification is publicly posted or sent to the Proposers, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be

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transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Procurement Department may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

A protestor may file a protest with FTA only after exhausting all administrative remedies provided by Connect Transit, on the basis described in FTA Circular 4220.1F, Chapter VII, Sec. 1.b.

1.24 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, Connect Transit may consider Proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in Connect Transit's best interests. Proposal alternatives must be clearly identified.

1.25 Disadvantaged Business Enterprise Goal

Connect Transit does not have a specific DBE goal for this procurement but strongly encourages DBE participation wherever possible. If you will be utilizing a DBE firm, ensure all appropriate attachments are provided.

SECTION 2 - PROPOSAL EVALUATION & CONTRACT AWARD

2.1 General

Proposals will be evaluated and selected using the criterion and processes explained herein. Offerors are hereby on notice that the lowest dollar cost proposal may not always be awarded the contract. Any and all deviations, clarifications, reservations, and additional or contradictory terms included in a proposal may result in rejection, at Connect Transit's discretion. Further, Connect Transit reserves the right to waive minor defects or irregularities in a Proposal.

Connect Transit expects to negotiate a fixed fee and enter into a contract for public relations messaging and marketing campaign development service(s) selected through this RFP. The work performed under this contract is expected to be completed within 6 months after award, unless otherwise negotiated.

2.2 Eligibility for Award

To be eligible for award, Proposers must be responsive and responsible.

- A. A Responsive Proposer is those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Proposers are those prospective Proposers who, at a minimum, must:
 - a. have sufficient financial strength and resource and capability to finance the work to be performed and complete the contract in a satisfactory manner.
 - b. comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - c. have a satisfactory performance and integrity on past and current contracts. Examples of ways to demonstrate this are as follows:
 - d. references from past and current clients.
 - e. have necessary technical capability to perform.
 - f. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - g. are qualified as a manufacturer or regular provider of the equipment being offered.
 - h. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2.3 Evaluation of Proposals

The evaluation committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to lowest score. Connect Transit may then select the proposal that is considered to be the most advantageous to Connect Transit and recommend that proposal to the Board of Trustees.

2.4 Proposal Evaluation Criteria

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set for the minimum requirements of the services and other deliverables Connect Transit requires through this procurement.

The award of this contract shall be made to the offeror whose proposal, in the opinion of Connect Transit, best meets the established criteria listed herein. Connect Transit shall award a contract to the responsible Proposer whose proposal is most advantageous to Connect Transit, i.e., the "best value," with the commission or price and other factors considered. Connect Transit reserves the right to award to other than the low bidder.

Criteria	Score Weight
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Rate of Return to Connect Transit	10%
Work Plan and References	50%
Catalog of Products Offered	40%

2.5 Negotiation and Award

Connect Transit will work with the selected Proposer to finalize the scope of work and negotiate a contract between Connect Transit and the selected Proposer. All costs incurred by the Proposer in connection with this work and negotiations shall be borne by the Proposer and the Proposer shall have no right to reimbursement from Connect Transit. The system and contract that are developed and agreed upon will then be brought back to Connect Transit's Board of Directors with a staff recommendation for contract award.

If Connect Transit and the selected Proposer fail to finalize the scope of work and cost, or fail to negotiate a contract, Connect Transit will reject the selected Proposer's proposal. In the event of rejection, the Proposer shall have no right to reimbursement for costs incurred by the Proposer in connection with any work and negotiations. Connect Transit will then select another Proposer that staff believes will provide the best value, qualifications, and work and negotiate with that Proposer.

2.6 Single Proposal Response

If only one Proposal is received in response to the RFP, a sample of three (3) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal to determine if the price is fair and reasonable.

2.7 Contract Award

Contract award will occur when Connect Transit signs the Contract. No other act of Connect Transit shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document but will not be the authorization for Contractor to proceed.

2.8 Execution of Contract and Notice to Proceed

Upon authorization by Connect Transit's Board of Trustees, or designee, a Contract will be issued. The Proposer to whom Connect Transit intends to award the Contract shall sign the Contract and return it to Connect Transit. Upon receipt by Connect Transit of any required documentation and submittals (What submittals, bonds, insurance etc.) by Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order if appropriate may serve as the Notice to Proceed.

2.9 Public Disclosure of Proposals

Connect Transit is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's Proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all Proposals submitted to Connect Transit will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's Proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") to indicate your claims to an exemption provided in the Illinois FOIA. It is Connect Transit's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of Connect Transit.

SECTION 3 - STANDARD CONTRACTUAL TERMS & CONDITIONS

3.1 Administration

This Contract is between Connect Transit and the Contractor who will be responsible for providing the goods and/or performing the services described herein. Connect Transit is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services have not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by a Procurement Department appointed by Connect Transit. Reports and data required to be provided by Contractor shall be delivered to the Procurement Department. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Procurement Department for response.

3.2 Notification of Delay

Contractor will notify Connect Transit's Procurement Department as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

3.3 Requests for Time Extension

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by Connect Transit's Procurement Department to decide of any request for time extension. Connect Transit's Procurement Department will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to any time extension and the duration of such extension. Connect Transit's Procurement Department will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

3.4 Contract Changes

Any proposed change in the contract will be submitted to Connect Transit for its prior written approval and Connect Transit will make the change by a Change Order. Connect Transit may, at any time by written order, and without notice to the sureties, make changes within the general scope of this contract. No oral order or conduct by Connect Transit will constitute a Change Order unless confirmed in writing by Connect Transit.

If any such change causes an increase or decrease in the cost or the time required for the performance of any part of the work under this Contract, an equitable adjustment will be made, at the sole discretion of Connect Transit, in the Contract price, or delivery schedule, or both, and the Contract will be modified in writing accordingly. Every Change Order may require a cost/price analysis to determine the reasonableness of the proposed change.

Any claim by Contractor for adjustment under this clause must be asserted within fourteen (14) calendar days from the date of receipt by Contractor of the notification of change. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. Connect Transit may require additional supporting documents and cost or price analysis to determine the validity of the claim.

No claim by Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract. No claim will be allowed for any costs incurred more than twenty (20) calendar days before Contractor gives written notice, as required in this section.

3.5 Change Order Procedures

- A. Contractor Changes: Any proposed change in this Contract shall be submitted to Connect Transit's Procurement Director for approval.

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- B. Written Change Orders: Oral change orders are not permitted. No change in this Contract shall be made unless Connect Transit's General Manager or Procurement Director gives prior written approval, therefore, Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by Connect Transit's GM.
- C. Change Order Procedure: Within 15 days after receipt of the written request to modify the Contract, the Contractor shall submit to Connect Transit's Procurement Director a detailed price and revised schedule for the work to be performed. This Bid shall be accepted or modified by negotiations between the Contractor and Connect Transit's Procurement Director. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with subsection 3-17, Disputes, Claims and Appeals. Regardless of any disputes, the Contractor shall proceed with the work ordered.
- D. Price Adjustment for Regulatory Changes: If price adjustment is indicated, either upward or downward, it shall be negotiated between Connect Transit and Contractor for changes that are mandatory because of legislation or regulations that are promulgated and become effective between the date of Bid opening and the date of contract performance. Such price adjustment may be modified where required.

3.6 Instructions by Unauthorized Third Persons

In accordance with subsection 3.4, Contract Changes, of the solicitation, Connect Transit's GM or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Contractor by someone other than Connect Transit's GM or his authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

3.7 Cost or Price Analysis

Connect Transit reserves the right to conduct a cost or price analysis for any purchase. Connect Transit may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. Connect Transit may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow Connect Transit to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and Connect Transit reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, Connect Transit reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

3.8 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, Connect Transit may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with Connect Transit's rights to terminate for convenience or default.

3.9 Force Majeure

The timely receipt of Connect Transit's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, Connect Transit may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. Connect Transit may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from Connect Transit for the delays caused by damage to Contractor's and/or Connect Transit's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than one mentioned above shall constitute a breach of Contractor's contractual obligations.

3.10 Taxes, Licenses, Laws, and Certificate Requirements

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and always maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify Connect Transit in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and Connect Transit laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by Connect Transit in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, Contractor shall furnish to Connect Transit certificates of compliance with all such laws, orders, and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and Connect Transit, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

3.11 Defective Work, Materials, or Services

When and as often as Connect Transit determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply Connect Transit with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. Connect Transit may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to Connect Transit by law, including those available under the Uniform Commercial Code.

3.12 No Waiver or Warranties or Contractual Rights

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by Connect Transit shall not constitute a waiver, modification, or exclusion of any express or implied warranty or any right under this Contract or in law.

3.13 Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without the prior written consent of Connect Transit. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This

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provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

Connect Transit may assign its rights and obligations under the Contract to any successor to the rights and functions of Connect Transit or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent Connect Transit deems necessary or advisable under the circumstances.

3.14 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of Connect Transit, Contractor shall indemnify, defend and hold harmless Connect Transit, officers, officials, agents, and employees, from and against any and all claims, suits, actions, losses, costs, penalties, and damages of any kind or nature whatsoever arising out of, in Connect Transit with, or incident to the goods and/or services provided by or on behalf of Contractor. In addition, Contractor shall, at Connect Transit's option, assume the defense of Connect Transit and its officers and employees in all legal or claim proceedings arising out of, in Connect Transit with, or incident to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees, and costs incurred by Connect Transit on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against Connect Transit by an employee or former employee of Contractor or its subcontractors, and Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects Connect Transit only, under any industrial insurance act, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate Contractor to protect, indemnify, defend, and save harmless Connect Transit, officials, agents, and employees from any and all claims or lawsuits alleging a violation of a third party's copyright or patent rights arising out of or in Connect Transit with Contractor's provision of goods and/or services under this Contract. Notwithstanding anything provided in this section, Connect Transit retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to Contractor, including attorney's fees, expert witness fees, and court costs.

3.15 Applicable Law and Forum

All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the laws of the State of Illinois. Any actions arising here from shall be filed in the County of McLean, Illinois.

3.16 Attorney's Fees

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

3.17 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – The Contractor by submitting a Proposal to Connect Transit to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Connect Transit and act immediately to eliminate the conflict or to withdraw from this Contract, as Connect Transit may require.
- B. Contingent Fees and Gratuities – The Contractor by submitting a Proposal to Connect Transit to perform or provide work, services, or materials, has thereby covenanted:

- a. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- b. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of Connect Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.18 Conflicts of Interest – Current and Former Employees

Connect Transit seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former Connect Transit employees in transactions with Connect Transit. Consistent with this policy, no current or former Connect Transit employee may contract with, influence, advocate, advise, or consult with a third party about a Connect Transit transaction, or assist with the preparation of Proposals submitted to Connect Transit while employed by Connect Transit or within one (1) year after leaving Connect Transit employment, if he/she participated in determining the work to be done or process to be followed while a Connect Transit employee.

All Proposers who anticipate contracting with Connect Transit must identify at the time of offer, such current or former Connect Transit employees involved in preparation of Proposals or the anticipated performance of the work or services if awarded the Contract. Should this be added as an attachment? Failure to identify former Connect Transit employees involved in this transaction may result in Connect Transit's denying or terminating this Contract. In addition, after award, Proposer or firm is responsible for notifying Connect Transit's Procurement Department of current or former Connect Transit employees who may become involved in the Contract any time during the term of the Contract.

Furthermore, no member, officer, or employee of Connect Transit during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

3.19 Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. Connect Transit does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

3.20 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

3.21 Disputes, Claims, and Appeals

Contractor shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Procurement Director within ten (10) calendar days of the date in which Contractor knows or should know of the question or claim. The Procurement Director will ordinarily respond to Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the Procurement Director.

In the event Contractor disagrees with any determination or decision of the Procurement Director, Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the GM. Such written notice of appeal shall include all documents and other information necessary to

substantiate the appeal. The GM will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the GM shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes, and other matters in question between Connect Transit and Contractor that are not resolved between the Procurement Director and/or GM and Contractor or through alternative dispute resolution, will be decided pursuant to Paragraph 3-18 below.

Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Procurement Director and/or GM. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to Connect Transit.

3.22 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties to this Contract may seek to resolve disputes pursuant to arbitration but are not required to do so. Nothing in this paragraph precludes any Party from seeking further relief once the required alternative dispute resolution efforts have failed.

3.23 Nonwaiver or Breach

No action or failure to act by Connect Transit shall constitute a waiver of any right or duty afforded to Connect Transit under the Contract; nor shall any such action or failure to act by Connect Transit constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by Connect Transit in writing.

3.24 Use of Connect Transit's Name in Contractor Advertising or Public Relations

Connect Transit reserves the right to review and approve all Connect Transit-related copy prior to publication. Contractor will not allow Connect Transit-related copy to be published in Contractor's advertisements or public relations programs until submitting Connect Transit-related copy and receiving prior written approval from Connect Transit's GM. Contractor will agree that published information on Connect Transit or its program will be factual, and in no way imply that Connect Transit endorses Contractor's firm, service, or product.

SECTION 4 - SPECIFIC CONTRACTUAL TERMS & CONDITIONS

4.1 Contract

A contract shall be issued by Connect Transit referencing this solicitation and will be structured as a revenue or fixed fee contract. The contract(s) issued by Connect Transit may reflect agreed to modification of Contract terms, funding, or other matters subject to Subsection 3.4, Contract Changes.

4.2 Contract, Contract Documents, and Precedence

The documents (including portions of the RFP) and material therein, listed below constitute the complete contract (referred to throughout the solicitation as the "Contract") between Connect Transit and Proposer are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- A. Any required federal regulations that may not be altered by Connect Transit
- B. Purchase order; (or Agreement)
- C. Contract amendments.
- D. Solicitation and all issued addenda and approved equals.
- E. Any optional federal regulations elected by Connect Transit as expressly set forth herein.
- F. Clarifications of and amendments to Contractor's Bid as accepted by Connect Transit; and
- G. Contractor's Bid and Attachments, and all clarifications and amendments issued prior to contract award.

4.3 Contract Term

The term of any Contract arising from this RFP shall begin with the execution of the contract for a period of three (3) years with two options for one (1) year each. Connect Transit may extend the term of this agreement by written notice to the Contractor within 30 days, provided that Connect Transit gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The primary notice does not commit Connect Transit to an extension.

4.4 Payment Procedures

Invoices submitted by the contractor shall indicate the contract number and be itemized in accordance with the different components of work set forth in the Proposal Pricing Form. Payment shall not be due until thirty (30) days after the date the invoices are submitted or the services are rendered, whichever is later. In the event that payment has not been made by the due date, the Contractor shall submit a reminder invoice marked as "overdue." Connect Transit reserves the right to review all the Contractor's invoices after payment and recover any overcharges resulting from such review.

Contractor shall submit invoices that indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked "overdue." Connect Transit reserves the right to review all of Contractor's invoices after payment and recover any overcharges resulting from such review.

Within ten (10) working days after receiving payment from Connect Transit, Contractor shall pay each sub-consultant, subcontractor, vendor, or material supplier (collectively "Subcontractors") all amounts due and invoiced by the subcontractor and paid to the Contractor by Connect Transit.

Invoices should be submitted to:

Connect Transit
351 Wylie Drive
Normal, IL 61761

Attn: Procurement Department

4.5 Prohibition of Advance Payments

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

4.6 Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of Connect Transit, no later than thirty (30) calendar days after the Contractor has received payment from Connect Transit for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from Connect Transit, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by Connect Transit's General Manager or his/her authorized representative. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

Connect Transit will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with Connect Transit of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by Connect Transit) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with Connect Transit, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

4.7 Price Adjustments

Price adjustments either upward or downward may be negotiated only at the time of renewal unless Connect Transit requests a contract modification.

4.8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. Connect Transit shall reject requests for additional compensation for freight charges.

4.9 Place of Performance / Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any authorized Connect Transit related facility and will be determined at the time of order at the sole discretion of Connect Transit.

4.10 Summary Report

Contractor shall, if requested, submit to Connect Transit a quarterly report of services provided to Connect Transit under this Contract. The report, in a format acceptable to Connect Transit, shall identify the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

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4.11 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by Connect Transit shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve Contractor from its warranty/guarantee responsibility.
- B. Warranty: Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against Contractor's suppliers, vendors, distributors, and subcontractors. Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to Connect Transit by Contractor and those extended to Contractor by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Contractor's full compliance with its obligations under this Contract. Contractor shall cooperate with Connect Transit in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

4.12 Express Warranty for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall follow all applicable laws, rules, and regulations.

4.13 Warranty Remedies

If at any time before Final Acceptance of any work covered by this Contract, Contractor or Connect Transit discovers one or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein, Contractor shall, at its own expense and within thirty (30) days of notification of the defect by Connect Transit, correct the defect, error, or nonconformity.

Notice Required – Connect Transit shall give written notice of any defect to Contractor. If Contractor has not corrected the defect within thirty (30) days after receiving the written notice, Connect Transit, in its sole discretion, may correct the defect itself. In the case of an emergency where Connect Transit believes delay could cause serious injury, loss, or damage, Connect Transit may waive the written notice and correct the defect. In either case, Connect Transit shall charge-back the cost for such warranty repair to Contractor.

Contractor is responsible for all costs of repair or replacement to restore the work to the applicable Contract requirements or scope of work, including shipping charges, for work found defective before Final Acceptance, regardless of who corrects the defect.

4.14 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

4.15 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

To Connect Transit:	Connect Transit General Manager 351 Wylie Drive Normal, IL 61761
With a copy to:	Procurement Department
To Contractor:	(To Be Determined)

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

4.16 Non-Disclosure of Data

Data provided by Connect Transit either before or after Contract award shall only be used for its intended purpose. Bidders, vendors, Contractors, and subcontractors shall not utilize or distribute Connect Transit's data in any form without the prior express written approval of Connect Transit.

4.17 Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor's own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from Connect Transit or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to Connect Transit's or the third party's confidential information. Contractor may disclose confidential information if so, required by law, provided that Contractor notifies Connect Transit that the third party of such requirement prior to disclosure.

4.18 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to Connect Transit pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as

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"Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, Connect Transit will determine whether the document should be made available under the law. If the document or parts thereof are determined by Connect Transit to be exempt from public disclosure, Connect Transit will not release the exempted document. If the document is not exempt from public disclosure law, Connect Transit will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, Connect Transit will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against Connect Transit on account of actions taken under such procedure.

4.19 Ownership of Data

Subject to the rights granted Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall always remain the sole and exclusive property of Connect Transit. Contractor shall surrender all such data to Connect Transit prior to submitting an invoice for final payment.

4.20 Patents and Royalties

Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, Contractor shall, if requested by Connect Transit, furnish acceptable proof of a proper release from all such fees or claims.

4.21 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 3-5, Change Order Procedure.

4.22 Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

4.23 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between Connect Transit and the Prime Contractor.

SECTION 5 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

5.1 No Federal Government Obligations to Third Parties

Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier to this solicitation and contract.

5.2 False Statements of Claims / Civil and Criminal Fraud

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

5.3 Access to Third Party Contract Records

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

5.4 Changes to Federal Requirements

The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state, or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

5.5 Termination

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

5.6 Civil Rights

The Contractor agrees to and assures that each third-party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age, or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit-based factors or any other consideration made unlawful by federal, state, or local laws. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended,
- B. Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- C. Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,
- D. FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," as amended and
- E. Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and any subsequent Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. The contractor agrees to and assures that each third-party participant will prohibit discrimination based on race, color, or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

5.7 DOL EEO Clause for Construction Projects

The contractor agrees to comply when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” as amended, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” as amended. See the Equal Employment Opportunity Compliance section for additional requirements relating to Equal Employment Opportunity compliance.

5.8 Disadvantaged Business Enterprises (DBE’s)

To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to ensure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement.

If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder’s understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor’s own forces or those of an affiliate of the contractor, without the prior written consent of Buyer.

Disadvantaged Business Enterprises (DBE’s), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible.

A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to:

- Notify the Owner immediately of any Delays or incomplete work by the DBE firm.
- Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work.
- If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing.

Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

5.9 Incorporation of FTA Terms

As a condition of a Bid or Proposal submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

5.10 Energy Conservation

The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

5.11 ADA Access

The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings and public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.

5.12 Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in Connect Transition with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and,
- Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

SECTION 6 - ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) REQUIREMENTS

6.1 Complete Scope of Work

See Section 7 for complete scope of work.

6.2 Termination

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

6.3 Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.4 Method of Payment

Connect Transit shall pay the detailed invoices with a company check. Invoice entries shall conform to the rates specified as agreed upon. Connect will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the Connect Transit at 351 Wylie Drive, Normal, IL 61761.

6.5 Contract Period

The term of any Contract arising from this RFP shall begin with the execution of the contract for a period of five (5) years with a Base Period of three (3) years and two (2) one-year options.

6.6 Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

6.7 Prohibited Interest of Local Officials

No member, or officer, or employee of (Transit Agency/Operator), or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6.8 Contract Changes

Any proposed change in this contract shall be submitted to the (Transit Agency/Operator) for its prior approval.

6.9 Subcontracts

The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

6.10 Vendor Registration with Illinois Department of Human Rights

Vendor must provide proof of Registration with the Illinois Department of Human Rights

6.11 Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

6.12 Retention of Records

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

6.13 Government (Illinois) Inspection

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

6.14 Insurance

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent, or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

- A. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
- B. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
- C. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
 - a. Operations - Premises Liability.
 - b. Independent Contractor's Liability.
 - c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project.
 - d. Products Liability.
 - e. Completed Operations Liability.
 - f. Personal Injury Liability, including claims arising from employees of the contractor; and
 - g. Broad Form Property Damage Liability.
 - h. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage.

The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

SECTION 7 - SCOPE OF WORK

7.1 Summary of Scope of Work

A summary of Scope of Work for the Proposer includes the following tasks:

- Contractor shall install, remove, and maintain all vending machines and/or equipment in good, clean working condition.
- Proposer will respond to service calls within 24 hours from the time received and repairs are to be completed no longer than 72 hours after being reported.
- Contractor must have a customer refund system in place. Vendor shall provide a written copy of the policy and procedure for refunds to each customer upon request.
- Proposer will stock all machines weekly. The product stocked in the machines may be selected by the Contractor, but Connect Transit reserves the right to select up to 25% of products to be dispensed by the machines.
- Contractor must remove expired / outdated products weekly.
- As a proposal alternative, the contractor shall propose to provide machines and maintenance as a monthly rental program.
- As a proposal alternative, the contractor shall propose to provide the services using the market approach in the main breakroom area and vending machines in the maintenance area. The anticipated benefit to considering this approach is to provide increased options for employees such as frozen or fresh meals. Additional space may be requested to facilitate this alternative.

7.2 Proposer Employees

Proposer's employees will strictly adhere to Connect Transit regulations regarding personal behavior. Specifically, the use of tobacco products, alcohol, illegal substances, or all forms of harassment is strictly prohibited when on Connect Transit property.

The Proposer must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel to substitute for absent regular employees.

The Proposer's employees will maintain professional attitudes and decorum while on Connect Transit premises.

7.3 Accounting

Proposer shall maintain accurate, complete, and separate books of accounts according to generally accepted accounting standards of accounting, reflecting its operations on all Connect Transit premises, together with appropriate supporting data and documents. Within twenty (20) days following the close of each accounting period, the Contractor shall submit to Connect Transit a detailed operating statement covering its sales, direct costs, and any profit or loss (product sales by location and machine). In addition to the current accounting period information, the Contractor shall include year-to-date accounting information.

Commissions shall be calculated as a percentage of sales (gross sales less sales tax) and fees, if any, should be deducted from commission payments. Monthly commission checks, payable to Connect Transit, should be mailed to:

Accounts Receivable
351 Wylie Dr
Normal, IL 61761

Contractor shall make books of accounts and supporting data and documents available for inspection, reproduction, and audit by Connect Transit at all reasonable times, and shall make provisions for the retention of

books, data, and documents related to the contract at a location mutually satisfactory to both the Contractor and Connect Transit.

7.4 Cleaning

Floors in the vending area shall be cleaned by Connect Transit. When necessary, the Proposer is responsible for pulling out and replacing vending equipment so that floors can be cleaned.

The proposer is responsible maintaining the machines in a clean condition. The proposer will remove any trash or residue generated as a result of stocking or maintaining the machines.

7.5 Utilities

Connect Transit shall furnish all utilities, including electricity, water, heat, and air conditioning necessary for vending services.

Connect Transit shall not guarantee the uninterrupted supply of water, electricity, heat, and air conditioning however it will be diligent in restoring services following an interruption. Connect Transit shall not be liable for any loss which may result from the interruption or failure of any such utility service.

7.6 Prices of Vending

All prices submitted in the successful Contractor's proposal shall be in effect for a minimum of one (1) year. All prices shall be the same in all the machines. Prices for items not included in the proposal, and new items introduced in the future, will be mutually agreed upon by the Contractor and Connect Transit.

All proposals will be considered firm offers for contract in the current market. The Contractor or Connect Transit may request a fair market review to evaluate the current market. The complete this review, the Contractor or Connect Transit must demonstrate a justification for price adjustments with recent, local research.

At the end of the first year of a contract resulting from this RFP, the Contractor may request, in writing, price adjustments. Requests for price adjustments shall be accompanied by supporting documentation. Permission to adjust prices shall be effective on when issued in writing by Connect Transit. Price adjustments should preferably be timed to coincide with the beginning of a fiscal year (July 1). In determining the validity of requested price increases, Connect Transit may consider changes in the Consumer Price Index, prices charged similar items at other institutions and the financial performance of the Contractor.

7.7 Vending Equipment

The Proposer shall provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The contractor is encouraged visit energystar.gov for complete product specifications and an updated list of qualifying products.

Proposer should offer vending machines in two locations as detailed below. Proposers should detail the specific type of each machine as well as provide dimensions of the proposed machine. More than one type of each machine can be proposed if the contractor has multiple options. Connect Transit reserves the right to choose specific machines and reduce or add equipment or locations at any time during the contract.

Driver's Lounge

This area includes room for 2 or more machines. The space available is approximately 10 feet in length but more space may be available if needed. Photos of the area(s) are below.

Products to be available (at a minimum):

- Coffee Machine (water lines are available and machine will go in a different location)
- Cold Beverages
- Combined Snacks and Food

- Hot/Cold Prepackaged Food
- Personal Care Items



Maintenance Lounge

This area has room for two machines. The space available for the machines is 8' in length. Photos of the area are below.

Products to be available (at a minimum):

- Cold Beverages
- Combined Snacks and Food



All equipment must be capable of accepting a credit card at a minimum and contactless payments if available. The proposer should clearly detail additional processing fees in the Proposal Pricing Form if applicable.

7.8 Products to be Vended

The products to be vended by the Contractor may include but are not limited to:

- Fresh brewed coffee. Include various options for types of machines: Single Cup, Entire Pot, etc. Also include options for additional items such as coffee creamer, etc.
- A variety of national brand cold soft beverages in 20 oz. bottles. At least one sugar-free item must be provided.

- A variety of sports drinks/energy drinks, sweet tea, and juice.
- Sandwiches/wraps.
- A variety of name brand candies, gum, and mints. At least one sugar-free item must be provided.
- Assorted snack items.
- A variety of packaged potato chips, pretzels, etc.
- Bottled water.
- Nutritional and healthy snack choices.
- Personal care items (examples include Tylenol, aspirin, band-aids, lotions, Kleenex, hand warmers, etc.)

7.9 Proposal Alternatives

Connect Transit is also seeking pricing for rental and maintenance of machines only. In this scenario, Connect Transit would be responsible for stocking the machines and would collect all revenue from the machines. The Contractor shall be responsible for supplying and repairing the machines in the event of a failure. Proposer shall provide pricing for rental and maintenance for each type of machine on the Proposal Pricing Form.

Additionally, Connect Transit is requesting pricing for the market style approach in which products are available on shelves, hooks, and refrigerated or frozen machines. In this approach, employees would be responsible for scanning and paying for the merchandise on a tablet or other machine that is contained in the kiosk. The benefit Connect Transit hopes to achieve by considering this approach is increased flexibility in product offerings such as frozen and/or fresh meals, more healthy options, and other items that do not necessarily fit well in a typical vending machine. Proposers shall thoroughly detail how this program functions and how they safeguard against and who is responsible for inventory shrinkage. Proposers shall also detail any associated costs and/or revenue associated with this proposal alternative.

SECTION 8 - ATTACHMENTS

Attachments begin on the next page.

ATTACHMENT A

VENDOR CHECKLIST

(For Verification that Necessary Documents are Included)

This form must be completed and returned with the technical bid. Failure to return this form may be cause for considering your bid non-responsive.

	VENDOR	CONNECT TRANSIT
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Requests for Clarifications / Approved Equal	_____	_____
Attachment E: Indemnity and Insurance Requirements	_____	_____
Attachment F: Affidavit of Non-Collusion	_____	_____
Attachment G: Ineligible Proposers Certification	_____	_____
Attachment H: Ineligible Proposers Certification (Lower Tier)	_____	_____
Attachment I: Prime Contract and Subcontractor Supplier Report	_____	_____
Attachment J: Certification Regarding Lobbying	_____	_____
Attachment K: Prompt Payment Affidavit	_____	_____
Attachment L: Proposal Pricing Form	_____	_____

ATTACHMENT B

PROPOSAL AFFIDAVIT

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of services specified at the prices stated in the fee bid.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____.

NOTARY PUBLIC: _____

COMMISSION EXPIRATION: _____

ATTACHMENT C

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.
(Provide number and date of each Addendum)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may be cause for the Proposal to be considered non-responsive to the Request for Proposal, which will require rejection of the Proposal.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT D

REQUESTS FOR CLARIFICATIONS / APPROVED EQUAL

This form is for information purposes and does not modify the RFP. RFP modifications will only be made by means of issuing an addendum, not through this form. Proposers shall complete the areas above the shaded strip and attach any supporting documentation to this form. Requests shall be number sequentially by the Proposer to uniquely identify each request. **The deadline for submitting requests electronically to blange@connect-transit.com is April 29, 2022.**

Request Number: _____	Proposer: _____
Request For: _____ Approved Equal _____ More Information or Clarification	
Specification or Requirement: RFP Section # _____ RFP Page # _____	
Title: _____	
Proposer's Request and Justification (list and attachments:	
Connect Transit Use Only	
Date Received: _____	Date of Reply: _____
_____ Approved _____ Approved Deviation _____ Approved with Conditions _____ Denied _____ See Addendum # _____	_____ Clarification _____ More Information Required (responses are due to Connect Transit 10 days prior to proposal due date, or request shall be considered denied)
Reasons, Conditions, or Clarification:	

ATTACHMENT E

INDEMNITY AND INSURANCE REQUIREMENTS

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Connect Transit. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Connect Transit.
2. You should check with your insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Connect Transit and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be:
 - a. all the Insurance coverage and limits carried by or available to the Contractor; or
 - b. the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Connect Transit.
3. Contractor shall furnish Connect Transit with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Connect Transit before work begins. Connect Transit reserves the right to require full-certified copies of all Insurance coverage and endorsements.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend Connect Transit, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns ("Indemnitees"), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys' fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor's employees or any Subcontractor's employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of Connect Transit by or involving Connect Transit, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against Connect Transit for Connect Transit's own negligence or fault.

INSURANCE

All insurance required except for worker's compensation shall be endorsed to add Connect Transit, its officials, Board members, employees, agents, and volunteers to be added to all liabilities policies as additional insureds. The contractor's insurer will provide at least 30 days written notice of cancellation.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Connect Transit.

Request for Proposal:

FY22 – RFP – 006: VENDING SERVICES

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation).
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition.
3. That the contents of this bid proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor (_____) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this bid.

The Contractor certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT H

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(LOWER TIER TRANSACTIONS)

The Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project), _____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this bid.

The Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project), _____, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT I

PRIME CONTRACTOR & SUBCONTRACTOR SUPPLIER REPORT

Name of Proposer _____

Address of Principal Officer _____

Are you _____ an individual, _____ a partnership, _____ a corporation, _____ or a joint venture?

If in a partnership, list names and addresses of partners; If a corporation, list names of officers and directors and state of incorporation; if a joint venture, list names and addresses of ventures and if any venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership and joint venture.

1. Are you licensed as a Contractor to do business in Illinois? _____

a. License Number: _____

For the following questions, if you are joint venture, give information for each of the ventures, by name. Attach additional sheets if necessary.

2. How many years has your organization been in business as a Contractor under your present business name?

3. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?

a. As a general contractor? _____

b. As a subcontractor? _____

4. Show all projects your organization has completed during at least the last five years in the following tabulation. If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work, show the sponsoring individual or company). Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom Performed	DBE Contract Goal	DBE Contractor

5. Have you or your organization, or any officer or partner thereof, failed to complete a contract? If so, give details. Attach additional sheets if necessary.

6. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Scheduled Completion Date	For Whom Performed

7. References: Provide only engineers, architects, or public bodies, for whom you have done work. Attach additional sheets if necessary.

Name	Address	Business	Phone

8. References: The following bank or banks can provide references as to the financial responsibility of the Proposer. Attach additional sheets if necessary.

a.

Name of Bank _____

Address _____

City, State Zip _____

Telephone _____

Officer Familiar with Proposer's Account _____

b.

Name of Bank _____

Address _____

City, State Zip _____

Telephone _____

Officer Familiar with
Proposer's Account _____

c.

Name of Bank _____

Address _____

City, State Zip _____

Telephone _____

Officer Familiar with
Proposer's Account _____

9. References: The following surety company of companies can provide references as to the financial responsibility and general reliability of the Proposer. Attach additional sheets if necessary.

d.

Name of Surety Company _____

Name of Local Agent _____

Local Street Address _____

City, State Zip _____

Telephone _____

Person Familiar with
Proposer's Account _____

e.

Name of Surety Company _____

Name of Local Agent _____

Local Street Address _____

City, State Zip _____

Telephone _____

Person Familiar with
Proposer's Account _____

f.

Name of Surety Company _____

Name of Local Agent _____

Local Street Address _____

City, State Zip _____

Telephone _____

Person Familiar with
Proposer's Account _____

10. Is any litigation pending against your organization? _____

If so, give details. Attach additional sheets if necessary.

The undersigned Proposer represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that Connect Transit rely thereof in awarding the attached contract.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT J

CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in Connect Transition with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in Connect Transition with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____

ATTACHMENT K

PROMPT PAYMENT AFFIDAVIT

Complete either (A) or (B), as applicable

(A) The undersigned affirms, to the best of his/her knowledge and belief, that:

1. The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than thirty (30) days after the Contractor has received payment from Connect Transit for that work.
2. The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than thirty (30) days after Connect Transit has released retainage to the Contractor for that portion of the work.
3. The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval by Connect Transit's General Manager or his/her authorized representative.
4. The undersigned understands and agrees that Connect Transit will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with Connect Transit, the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

NAME: _____
SIGNATURE: _____
TITLE: _____
FIRM NAME: _____

(B) The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

NAME: _____
SIGNATURE: _____
TITLE: _____
FIRM NAME: _____

COMMISSION DUE TO CONNECT TRANSIT (AS A PERCENTAGE OF GROSS SALES)				
YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2

Alternative Proposal (Machine Rental):

MACHINE RENTAL INCLUDING MAINTENANCE (PER MONTH)					
MACHINE TYPE	YEAR 1	YEAR 2	YEAR 3	OPTION YR 1	OPTION YR 2

Alternative Proposal (Market Approach):

Connect Transit assumes pricing for products and commission structure listed above will still apply to this approach. If that is not the case, simply provide a second copy of this form detailing the prices and commission according. Below, the Proposer should detail costs, if any, are associated with this approach

MARKET APPROACH COSTS & FEES INCLUDING MAINTENANCE (PER MONTH)					
TYPE OF COST OR FEE	YEAR 1	YEAR 2	YEAR 3	OPTION YR 1	OPTION YR 2

NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM NAME: _____