



VILLAGE OF SCHAUMBURG

MUNICIPAL CENTER / 101 SCHAUMBURG COURT / SCHAUMBURG, IL 60193-1899
847.895.4500 / TDD 847.923.4435 / FAX 847.895.7806 / WWW.CI.SCHAUMBURG.IL.US

October 5, 2018

Subject: Request for Proposal – # GEN-111 19

From: Jan Williams, CPPB, Buyer
Purchasing Division.

The Village of Schaumburg IL has a current sealed proposal opportunity for **Vending Machine Services**. Sealed proposals are due no later than 1:00 p.m. on Wednesday, October 31, 2018.

*Proposals shall be submitted in sealed envelopes clearly identified with the Respondent's name, address, subject matter and project number of proposal as indicated in the specification, and designated date and time the proposals are due. **Absolutely NO electronic proposals will be accepted.***

Village bids and proposals are available on-line via the village's internet web site. The instructions for accessing this site and down loading the PDF files have been provided on page two of this notice.

It is extremely important that you immediately notify the Purchasing Division via e-mail to jwilliams@schaumburg.com if your firm intends to submit a response to the electronic document. This step is necessary to establish a communication link between the village and the Respondent so that any addenda or other relevant information may be transmitted properly. The Respondent, not the village, is responsible for obtaining any addenda to the original specification when the Respondent chooses the option of downloading electronic files. Addenda and other relevant information will be posted on the *Business to Government-Commerce and Bid Information* web page.

Documents may also be obtained at the Village of Schaumburg, Purchasing Division, 101 Schaumburg Ct., Schaumburg, IL from of 9:00 a.m. to 4:00 p.m., Monday through Friday. **If there are blueprint plans with the project, the files will be provided in CD format, not paper.**

Please complete the information requested below and return via e-mail to jwilliams@schaumburg.com.

Our firm has obtained the electronic PDF file for the **Vending Machine Services** and will be submitting a sealed response.

Company Name: _____ Contact Name: _____

Complete Mailing Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

The Village of Schaumburg's internet web site provides purchasing related information for current & future village suppliers.

IMPORTANT! Vendors that download and print documents from this web site are responsible for obtaining ALL files associated with the individual bids or proposal. In order to maintain the line of communication, vendors intending to respond to a bid or proposal document must provide the Purchasing Division with all company contact information via e-mail to jwilliams@schaumburg.com.

To access the Village of Schaumburg website:

- Logon to: www.villageofschaumburg.com, the main page of the village's web site.

The **Business to Government** page provides general information and access to the village's *Vendor Registration Form, Freedom of Information Form*, and several purchasing related links. To find this page, single click on the left side of the main website page.

The **Current Requests for Bids and Proposals** page provides access to downloadable PDF bid and proposal documents.

Please read the instructions entirely. Below the instructions is a list of bid & proposal opportunities. Access any of the listed projects by single clicking on the individual **TITLE**. A complete detail of the specific project will open up. All document files related to the specific project will be provided as PDF at the bottom of the detail page.

The **General Terms and Conditions** page provides answers to frequently asked questions concerning how to do business with the Village of Schaumburg. To find this page, single click on the left side of the *Business to Government* web page.

The **Procurement Processes** page provides an explanation of the processes utilized by the Village of Schaumburg for procurement of goods and services. To find this page, single click on the left side of the *Business to Government* web page.

**Village of Schaumburg
Legal Notice
Request for Proposal**

The Village of Schaumburg, IL will accept sealed proposals for **Vending Machine Services**.

Specifications and all Contract Documents are available on-line on the Village of Schaumburg's Purchasing Division web page at www.villageofschaumburg.com under **Bids & Proposals**. They may also be obtained from the Village of Schaumburg, Purchasing Division, Atcher Municipal Center, 101 Schaumburg Ct., Schaumburg, IL, 60193 during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Prices quoted must be valid for a minimum of 60 days from the date of the proposal opening.

Sealed proposals will be received by Jan Williams, CPPB, in the Purchasing Office, at the above address until **1:00 p.m. on Wednesday, October 31, 2018.**

The Village of Schaumburg reserves the right to reject any and all proposals or to waive any technicalities, discrepancies, or information in the proposals. The Village of Schaumburg does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding this Legal Notice shall be directed to Jan Williams, CPPB, Purchasing Office, at (847) 923.4512. **All detailed questions concerning the actual proposal specification are to be forwarded in writing via e-mail to jwilliams@schaumburg.com no less than five (5) business days prior to the scheduled opening date.**

Following review and the Purchasing Division's receipt of an award recommendation, contract awards will be posted on the Village of Schaumburg's Internet web site <http://www.villageofschaumburg.com>.

Oscar Martin III
Purchasing Manager

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

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

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

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

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

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

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Schaumburg does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

STANDARD CONDITIONS

Contract Documents: Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, proposal notice, proposal sheet, and addendum, if any, as specified herein shall form the “Contract Documents.” For the purpose of this proposal, the word “Village” shall refer to the Village of Schaumburg and the word “Proposer” shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Interpretation of Contract Documents: Each request for interpretation of the Contract Documents shall be made in writing addressed Purchasing Division, 101 Schaumburg Court, Schaumburg, IL 60193 and shall be received at least five (5) business days prior to the schedule opening date of the proposal. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

Electronic Proposal Documents: Proposers that download PDF documents from the Village of Schaumburg’s Purchasing Division internet web page must immediately notify the Purchasing Division via e-mail to jwilliams@schaumburg.com if they intend to submit a response to the proposal documents. This step is necessary to establish a communication link between the Village and the Proposer so that any addenda or other relevant information may be transmitted properly. The Proposer, not the Village, is responsible for obtaining any addenda to the original specification when the Proposer chooses the option of downloading proposal files. Addenda and other relevant information will be posted on the *Current Requests for Bids and Proposals*, project specific, web page.

Submittal of Proposal: Proposals must be submitted to the attention of Jan Williams, CPPB, at the above address no later than **1:00 p.m. on Wednesday, October 31, 2018**. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Proposers should carefully consider all delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date. Proposals shall be submitted in **sealed envelopes** carrying the following information: Proposers name, address, subject matter and project number of proposal as indicated in the specification, and designated date and time the proposal is due.

Withdrawal of Proposal: Proposers may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time the proposals are due.

Proposers Qualifications: No award will be made to any Proposer who cannot satisfy the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Village’s decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Proposers submittal shall include all requirements of the specification as found in the Contract Documents. The Village will strictly hold the Proposer to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Proposer.

Compliance with Laws: The Proposer shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

Alternates: Any reference in these specifications to manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Village's written decision of approval or disapproval of the proposed substitute shall be final.

Alternate proposals will be considered only if received at the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase **Alternate Proposal** shall be used. Proposers are cautioned that, if the alternate proposal involves an increase in the proposal sum, the proposal deposit, **if required**, shall be ample or be increased to cover the alternate base proposal sum or the entire proposal may be rejected.

Freedom of Information Act (FOIA): The Village is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Village may be in possession of records covered by this act and therefore will be required to provide the Village with those records upon request and within the time frame of the Act.

Confidentiality: As a public agency, the Village is required to adhere to Freedom of Information Public Act 96-542. If a responding firm intends to request confidentiality on any portion of a proposal, the submittal shall also include a redacted copy of the proposal. Limited redactions will be considered. However, entire full redaction of proposal submittals will not be considered for award. If a redacted copy is not provided, the original submittal may be released by the Village as received.

Proposal Review: The Village reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Proposer, or all items to a single Proposer unless otherwise noted in the specification. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the Proposer for not meeting delivery dates, 4) a Proposer is not a responsible Proposer, and 5) what exceptions or deviations from the written specifications will be accepted.

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

Form of Contract: See attached section entitled "Agreement".

Proposal Results: Following the proposal opening, a list of respondents will be posted online on the Village's Internet web site at www.villageofschaumburg.com under the **Bids & Proposals**, project specific, web page. Final awards will be posted when approved.

Delivery: Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered, designated location, Schaumburg, Illinois. If delivery is made by truck, arrangements

must be made in advance by the Proposer with concurrence by the Village for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted at Public Works between 7:00 a.m. and 3:30 p.m. and all other Village locations between 8:00 a.m. and 4:00 p.m. weekdays only.

- **NOTE:** The Public Works Facility does have a raised loading dock. All other Village locations **do not** have access to a raised loading dock. Deliveries requiring removal from the delivery truck via a forklift provided by the Village must be arranged with the Village twenty-four (24) hours in advance of the expected delivery date.

Inspections: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Proposer.

A. GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

Licensing and Permits: The Proposer and their subcontractor(s) must be licensed with the Village and shall obtain all required building permits prior to the start of any work. The Village will waive applicable Village permit fees for the specific contract. Permit application forms may be obtained from the Community Development Department and license application forms may be obtained at the Collector's Office at the Village of Schaumburg, 101 Schaumburg Court, Schaumburg, IL.

Payment: Payment shall be made within 30 days of invoice receipt and approval, unless otherwise specified in the agreed upon contract. **All invoices must include the PO number associated with the order and shall be submitted to the Village of Schaumburg, Accounts Payable Division, 101 Schaumburg Rd., Schaumburg, IL 60193.** If prevailing wage is a requirement of the contract, the invoice must include certified payroll and waivers. Failure to submit all documentation as specified may result in delay of invoice payment.

Toxic Substance: Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Materials Safety data Sheet).

Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Proposer and shall be delivered to the Village before final payment on the contract is issued.

Termination of Contract: The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Proposer, in the event of default by the Proposer. Default is defined as failure of the Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies, or services similar to those so terminated.

The Proposer shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Village that in the sole opinion of the Village clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Proposer.

Documentation: When the written specification requires the Proposer submit a written findings or analysis report with their written proposal submittal, the Proposer may provide the written findings or analysis report document to the Village electronically on CD or USB Flash Drive.

Hold Harmless Agreement (Contractual Liability): The Proposer agrees to indemnify and save harmless the Village, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Proposer or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise. *(With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the Village, its agents, or employees,

including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).

* **Special Requirement:** If the Proposer is an architectural firm or engineering firm, said Proposer shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

Insurance: The Proposer will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village of Schaumburg as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail. When required by the Village, written proof of endorsement, with the General Liability policy number on the endorsement, must be provided.

The Bidder will provide written Proof of Endorsement, with the General Liability policy number on the endorsement.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
- E. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.
- F. A certificate of insurance is required as evidence of coverage, with the Village of Schaumburg named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Village will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the Village. Contractor will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. Contractor will provide this information to the Village in writing at least ten (10) days prior to beginning the Project.

Contractor waives any right of subrogation it may have or later acquire against the Village.

The Proposer shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Village, nor shall Proposer allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Proposer and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

**VILLAGE OF SCHAUMBURG
REQUEST FOR PROPOSAL
VENDING MACHINE SERVICE CONTRACT**

Scope: The Village of Schaumburg (hereafter Village) is requesting proposals to install, maintain, operate and service food and beverage vending machines (Services) for five (5) locations without cost to the Village. The items to be provided will include cold beverage canned and/or bottle machines, candy/snack machines, and hot beverage machines. The successful Proposer shall be prepared to start services on January 1, 2019.

Location	Cold Beverage	Candy/ Snack	Hot Beverage
Public Works	2	1	1
Village Hall	1	1	
Public Safety	2	2	
Prairie Center	2		
Airport	1	1	1

Terms: The service for the initial term of this contract shall begin January 1, 2019 to and including December 31, 2019 subject, however, to the right of the Village to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the contractor. At the Village’s sole discretion, and upon mutual agreement, this contract may be extended for four (4), one (1) year optional extensions, with the first extension running from January 1, 2020 to December 31, 2021 upon notification from the Village.

Questions: All questions concerning this solicitation must be submitted in writing via email to jwilliams@schaumburg.com no less than five (5) business days prior to the scheduled due date. Verbal questions will not be accepted.

Proposal Submittals: Proposals shall be submitted in a sealed envelope clearly marked with the company name, name of the proposal, & the proposal number. Submit **one (1) unbound original**, with information supporting the proposal requirements, the proposal sheet, and any proposed changes to the Vending Machine Services Agreement. *Additional copies are neither required nor desired.*

Food and Beverages: The service must provide a variety of healthy ***name brand*** shelf-stable snack products with an assortment of water, carbonated beverages, sports drinks, and healthy drink options, subject to the approval of the Village. Provide coffee, hot chocolate and tea options for hot drinks machine.

Service & Maintenance: Vendor shall assign a Customer Service Representative to act as the single point of contact for all issues pertaining to this contract. The Customer Service Representative shall assist with the initial setup of the program through total implementation. This representative shall meet with designated Village staff to discuss operational effectiveness as needed or requested by the Village. The Customer Service Representative shall describe the process for service calls or machine trouble notification.

All machines must be regularly serviced to provide a full selection of items presented in a sanitary and pleasing manner. The quantity, type, and location of the machines listed above are the same as the existing service provided to the Village. Vendors will be responsible for the delivery, installation and positioning of all vending machines at vendor's sole cost and expense. The Village reserves the right to alter the machine locations. The vendor shall be responsible for the relocation or removal of machines as needed at vendor's sole cost and expense. Vendors can rely on adequate power, water, and space being already present in these existing locations.

Selling Prices and Revenue Sharing: The Village is not intending to share in the revenue from the sale of vended items. The Village is only interested in supporting the health of its staff and visitors by providing an environment that supports nutritious eating. That stated, once the service is established, any changes in the service, items sold, equipment used, or selling prices will require pre-approval from the Village. Approval of changes will not be unduly denied when sufficiently supported and documented.

Proposal Requirements: All proposals must include the items listed below.

- ◆ A detailed list of the items proposed for vending including brand names, product size, and vending price.
 - a. In addition to traditional vending offerings, the village is interested in providing healthy alternatives in a product mix including 1/3 of product meeting a definition of "health alternative". Vendors are to provide information on health options that they offer, again including brand names, product size and vending price.
- ◆ A description of the machines being used, including whether they are new or refurbished and their energy consumption and energy efficiency features (ENERGY STAR equivalent or equipped with an energy miser).
- ◆ Any incentive the vendor may offer the Village in consideration of an award.
- ◆ Detailed information on any additional terms to the contract documents, as exhibited in this Request for Proposal. The successful Proposer will be required to execute this document.
- ◆ All relevant information about the vendors' company.
- ◆ A list of area references, which shall include the company name, contact name, address, and phone and fax numbers, and e-mail address, if available.

Proposal Evaluations: The Village shall review all proposals submitted and determine the Proposer and company that is in the Village's best interest. The decision of the Village shall be final. The Village shall evaluate the products offered, the selling price

offered, the service offered, and the reputation of the Proposer as to their track record or past performance. The Village will seek to maximize all these criteria and determine the best combination.

PROPOSAL SHEET

Note: Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Proposer certifies that they are not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and are not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: _____

VENDING MACHINE SERVICE CONTRACT

Have you included the following with your proposal?

Detailed list of proposed items & selling price	Yes	No
Company Information	Yes	No
References	Yes	No
Additional contract document details	Yes	No
Incentive offer, if applicable	Yes	No
Insurance Certificate	Yes	No

Confidentiality: If a responding firm intends to request confidentiality on any portion of a proposal, the submittal shall also include a redacted copy of the proposal for consideration and approval. If a redacted copy is not provided, the original submittal may be released by the Village as received.		
We acknowledge all invoices, clearly marked with the PO #, must be submitted to Accounts Payable, 101 Schaumburg Rd., Schaumburg, IL 60193. Certified Payroll & Waivers must be included, if applicable.	YES	

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.		
Will you be utilizing a subcontractor?	YES	NO
If yes, have you included all required information with your proposal submittal?	YES	NO

INDEMNIFICATION: The Proposer hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Proposer be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a proposal to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

_____ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

_____ (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

_____ (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 265/1 et. seq., Public Act 095-0635; and that

_____ (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Proposer's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip Code

Fax Number

Phone Number

E-mail Address

Date

**VILLAGE OF SCHAUMBURG
AGREEMENT FOR
VENDING MACHINE SERVICES**

This agreement is made and entered into this 1st day of January, 2019 by and between the Village of Schaumburg (“the Village”), a municipality organized and existing under the laws of the State of Illinois and _____ (“the contractor”).

ARTICLE I. DEFINITION. “THE CONTRACT” as used herein shall mean this Agreement, the Request for Proposal (“RFP”) including all documents referenced therein, the contractor’s proposal response (“proposal”), and any attached amendments and/or exhibits thereto incorporated by reference herein, mutually agreed to, and made a part thereof. The contractor agrees to provide the goods and/or services all in accordance with the RFP and the contractor’s proposal, and any attached amendments and/or exhibits mutually agreed to.

ARTICLE II. DURATION. The contractor shall commence the performance of this contract January 1, 2019 and shall end on the 31st day of December 2019, with four one (1) year options to renew at the Village’s sole discretion.

ARTICLE III. TERMINATION. The following shall constitute events of default under this contract: A) Any material misrepresentation made by the contractor to the Village, B) Any failure by the contractor to perform any of its obligations under this contract including, but not limited to, the following: i) Failure to commence performance of this contract at the time specified in this contract due to a reason or circumstance within the contractor’s reasonable control, ii) Failure to perform this contract with sufficient personnel and/or equipment and/or material to ensure the completion of this contract within the specified time due to a reason or circumstance within the contractor’s reasonable control, iii) Failure to perform this contract in a manner reasonably satisfactory to the Village, iv) Failure to promptly re-perform within a reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, v) Failure to comply with a material term of this contract, including but not limited to the Equal Employment requirements, and vi) Any other acts specifically and expressly stated in this contract as constituting a basis for termination for cause. The Village may terminate this contract for its convenience upon fourteen (14) days prior written notice.

ARTICLE IV. GOVERNING LAWS AND ORDINANCES. This contract is made subject to all the laws of the State of Illinois and the ordinances of the Village, and if such clause herein does not conform to such laws or ordinances, such clause shall be void (the remainder of the contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

ARTICLE V. ASSIGNABILITY. The contractor shall not assign, sell, or transfer any interest in this contract without prior written consent of the Village.

ARTICLE VI. AMENDMENTS. There shall be no modification of this contract, except in writing and executed with the same formalities of the original.

ARTICLE VII. NOTICES. Any notice given under this contract shall be in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. Mail, certified or registered, return receipt requested, addressed, if to the contractor, at the address set forth above to the attention of the project manager or undersigned representative, and if to the Village, to the attention of the Village Manager, 101 Schaumburg Court, Schaumburg, IL 60193 or to such other address and/or authorized representative as either party shall designate in writing to the other in the manner herein provided.

ARTICLE VIII. INDEMNIFICATION. The contractor shall indemnify and hold harmless the Village, its officers, agents, and employees against liability, losses, damages, or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the contractor, its employees or its agents out of the existence of this agreement, goods delivered, or work performed hereunder.

ARTICLE IX. PUBLICITY. The contractor may not use, in any form or medium, the name of the Village of Schaumburg for public advertising unless prior written permission is granted by the Village.

ARTICLE X. REFUNDS. The contractor will maintain a refund system for the purpose of reimbursing employees for money lost through malfunctioning machines or product dissatisfaction.

ARTICLE XI. ENTIRE AGREEMENT. This contract embodies the whole agreement of the parties. There shall be no promises, terms, conditions, or obligations other than those contained therein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

The person signing this contract certifies that they have been authorized by the contractor to commit the contractor contractually and they have been authorized to execute this contract on its behalf.

IN WITNESS WHEREOF the parties hereto set their hands the day and year above written.

CONTRACTOR

VILLAGE OF SCHAUMBURG

Name and Title

Name and Title

FEIN No. _____

GENERAL VENDING PROGRAM

- This list represents a current example of what types of items & prices the Village provides in vending machines.

Location	Type of Machine	Variety of Items	Price Range
Acher Municipal Center	Cold Beverages – cans & bottles	Soda pop; water	\$1.00- \$1.50
	Snacks	Chips; crackers; soup; candy; gum; mints; popcorn; mini muffins; cookies.	\$.85 - \$1.50
Public Safety	Cold Beverages - cans & bottles	Soda pop; juice; water; red bull-type products	\$1.00- \$2.00
	Snacks	Chips; crackers; soup; candy; gum; mints; popcorn; mini muffins; cookies.	\$.85 - \$2.50
Prairie Center	Cold Beverage – cans & bottles	Soda pop & water; juice; tea	\$1.00- \$1.50
Public Works	Cold Beverages – cans & bottles	Soda pop; water; Gatorade	\$1.00- \$1.75
	Snacks	Chips; crackers; soup; candy; gum; mints; popcorn; mini muffins; cookies.	\$.85 - \$1.50
	Hot Beverages	Coffee; tea; cappuccino; hot chocolate	\$.75 - \$1.00
Airport	Cold Beverages - bottles	Soda pop; water; tea	\$1.00- \$1.50
	Snacks	Chips; crackers; candy; gum; mints; popcorn; pop tarts; mini muffins; cookies; Suzy Q's	\$.85 - \$1.50
	Hot Beverages	Coffee; tea; cappuccino; hot chocolate	\$.75 - \$1.00