



**CITY OF DECATUR
DECATUR PUBLIC TRANSIT SYSTEM
555 E WOOD
DECATUR, ILLINOIS 62523
(217) 542-3547**

VENDING MACHINE OPERATOR

RFP # TRANSIT 2024-14

JUNE 19, 2024

LEGAL NOTICE

June 19, 2024

REQUEST FOR PROPOSALS

DPTS Vending Machine Operator RFP #Transit- 2024-14

The City of Decatur, Decatur Public Transit System (DPTS) is seeking proposals for a Vending Machine Operator. The scope of work/specifications are 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.

The RFP, which includes the procurement schedule, may be obtained from **Jessica Taylor, Procurement and Transit Grant Manager, City of Decatur, Decatur Public Transit System, 555 E. Wood St., Decatur, Illinois, 62523**, (217) 542-3547, via email jtaylor@decaturil.gov.

All questions should be directed to:

Jessica Taylor, Procurement and Transit Grant Manager
City of Decatur
Decatur Public Transit System
555 E Wood St.
Decatur, IL 62523-1325
(217) 542-3547
E-mail: jtaylor@decaturil.gov

All proposals must be received on or before **10:00 a.m. (CST) on July, 10, 2024**. Sealed proposals described herein will be received at the **City of Decatur Purchasing Division on the first floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, IL, 62523**.

The City of Decatur (City) reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for proposers. City further reserves the right to award the contract to the proposer which, in the opinion of the City, will best serve the public interest, and the criteria listed herein. At the discretion of the City, required items may be submitted after the proposal opening if there is sufficient compliance with instructions at the time of the proposal opening to permit the City to determine the price proposal.

Any contract resulting from these proposals is subject to and contingent upon a financial assistance contract between the City of Decatur and the United States Department of Transportation, Federal Transit Administration, and the Illinois Department of Transportation. The proposer will be required to comply with all applicable State and Federal required clauses.

SCOPE. Proposals are hereby requested by the City of Decatur, Illinois, (“City”) for a **vending machine operator** to furnish, maintain, stock, etc. vending machines, selling food and beverage items, for the Decatur Public Transit System (DPTS) in the Senator Severns Transit Center and in the Transit maintenance shop. Following is a partial list of the functions to be performed:

- furnish, install and maintain vending machines;
- select, purchase and stock food and beverage items to be sold;
- set and control the price of all items;
- handle all aspects of sales, including refund requests; and
- provide monthly statements of sales to City of Decatur Procurement and Transit Grant Manager.

CONTRACT TERMS. Most of the funding to operate DPTS is provided under financial assistance contracts between the City of Decatur and the Illinois Department of Transportation, and the U.S. Department of Transportation, Federal Transit Administration. The contract for providing such services shall be in accordance with the terms and conditions set forth in this RFP package, as required by the funding agencies.

PRICING AND CONTRACT LENGTH. The amount of the ensuing contract shall be based on a percentage of sales revenue and/or a firm, fixed amount per month. The contract shall be for a three (3) year period, beginning on **August 1, 2024, and ending on August 1, 2027.**

BACKGROUND. DPTS provides service to over 70,000 people in the City of Decatur and surrounding areas. DPTS provided about 1.5 million rides on its fleet of buses in 2023. A private vendor currently maintains vending machines in the Senator Severns Transit Center and in the Transit maintenance shop. The machines in the Transit Center are used by the passengers, while they are transferring from one bus to another, and by the bus drivers and the management staff who work at the Transit Center. The one vending machine in the Transit maintenance shop is used by the mechanics, the maintenance staff and the administrative staff. Attachment F shows vending machine sales for March 2023 through March 2024.

SUBMISSION OF PROPOSALS. Sealed proposals will be received until **10:00 a.m. (Central Time) on July 10, 2024**, at the following office:

**City of Decatur, Purchasing Division
#1 Gary K. Anderson Plaza, Ground Floor
Decatur, Illinois 62523**

All proposals, either mailed or hand delivered, must be received at that address by the deadline stated above. The proposer must submit his/her proposal in a sealed envelope or box that is clearly marked with the words:

Proposal for Vending Machine Operator

City of Decatur

Decatur Public Transit System 2024-14

Deadline: 10:00 a.m., July 10, 2024

The proposer must submit the original and one (1) copy of his/her proposal and all the required certifications and affidavits. The responsibility for submitting the proposal (including all documents requested herein) is solely and strictly that of the proposer. The City shall in no way be responsible for delays in the delivery of the mail or delays caused by some other occurrence. Proposals are not publicly read.

PROPOSAL POSTPONEMENT AND AMENDMENT. The City reserves the right to postpone the deadline for submitting proposals and the opening of the proposals, and to revise or amend the specifications at any time up to the deadline for submitting proposals. Such changes, revisions, and amendments, if any, shall be announced to each prospective proposer by written addenda to this solicitation. Proposers are requested to contact the Procurement Manager if, upon review, material errors in the specifications are found. Errors must be pointed out before July 5, 2024 to allow for review and subsequent clarifications on the part of the City. If an amendment requires significant changes in the Scope of Work to be performed under the contract, then the date for receipt of proposals may be postponed at DPTS's discretion.

REQUESTS FOR ADDITIONAL INFORMATION. After issuance of this RFP, Proposers or anyone acting directly or indirectly on behalf of a Proposer or potential Proposer or Subcontractor shall not discuss or submit inquiries about this RFP in any way with any of DPTS's employees, City of Decatur employee's, elected or non-elected City of Decatur officials, or a member of the Decatur City Council, other than the Procurement and Transit Grant Manager, Jessica Taylor, jtaylor@decaturil.gov. Any communication with the Procurement and Transit Grant Manager must be in writing. Requests for additional information or clarification of specifications must be received in writing by July 17, 2024. If needed, responses to clarifications will be released in an Addendum by July 24, 2024. All addendums will need to be acknowledged using Attachment C. All contact should be directed to:

Jessica Taylor, Procurement and Transit Grant Manager
City of Decatur
Decatur Public Transit System
555 East Wood Street
Decatur, Illinois 62523

Phone: (217) 542-3547
FAX: (217) 450-2124
E-mail: jtaylor@decaturil.gov

Any spoken communication given is not binding upon the City until it is communicated in written form to all known potential proposers.

PREPARATION OF PROPOSAL(S). All proposers are expected to examine the specifications and all instructions. Failure to do so will be at the proposer's risk. Each proposer must furnish the information required by the solicitation. Proposers must sign and submit all proposal forms, certifications, and affidavits. Erasures or other changes of entries made by the proposer must be initialed by the person signing the proposal. Proposals signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to the issuing office.

REQUIRED PROPOSAL CONTENTS AND FORMAT. The submitted proposal must include the required contents and follow the format outlined below. (Instructions for each exhibit are provided.) There is no page limitation in document size, and graphic illustrations may be included in the document. However, any information submitted is expected to be relevant to this request for proposals and this project. Brochures and other promotional materials may not be substituted for filling out the requested forms or information. The forms supplied, or the same format, shall be used to provide a uniform response to the information requested. Proposals that do not follow the listed format, or fail to include the required material, may be removed from consideration. Each of the following items must be included in each submitted proposal. Please make certain that all items are completed and labeled as instructed.

Cover Letter. On company letterhead briefly introduce your firm. Provide the name of your contact person with his/her email address, telephone and facsimile (FAX) numbers. An email address must be provided for the release of any addendums. This letter must be signed by an individual authorized to commit the firm's personnel and financial resources to the project, and to execute legal documents for the company. This letter should also be used to state any reasons you wish to present why your firm should be selected for this contract.

The City encourages Disadvantaged Business Enterprise (DBE) participation for this project. It is the policy of the City to support and encourage participation of DBEs in the utilization of programs, activities, and contracting opportunities funded in whole or in part by the United States Department of Transportation in accordance with the regulations contained in 49 CFR Part 23, as amended. DBEs consist of small business concerns which are at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. If applicable the proposer should state in the cover letter that the firm qualifies for DBE status. (Each DBE company will be required to complete and submit to the City a DBE certification form with the final contract document.)

Summary of Experience. Submit a list of locations which the proposer is now serving, or has in the past three years served, as a vending machine operator. The list must include a brief description of the service provided for each location, the dates of this service, and the name, email and telephone number of the owner or of a contact person responsible for each location.

Pricing. The amount of the ensuing contract shall be based on a percentage of sales revenue and/or a firm, fixed amount per month. The percentage or fixed amount may vary with the location of the machines, the type of machine, and the type of item sold. The percentage or fixed

amount may even vary by month, by year, over the three (3) years of the contract. Submit a complete statement or table of the proposed contract amount (e.g. a percentage amount and/or a fixed dollar amount) covering the full three-year contract period.

Attachments. Each proposer must complete and execute the enclosed applicable forms marked Attachment B, C, D and E, and return these forms with the proposal.

PROPOSAL MODIFICATION OR WITHDRAWAL. Proposals may be modified or withdrawn up to the date/time deadline set for the submission of proposals, all proposal modifications must be submitted by the deadline, and must follow all the same procedures, as designated above for the submission of proposals.

After the deadline for the submission of proposals, proposals shall not be modified or withdrawn for a period of ninety (90) days. Unless an extension is agreed to by both parties, proposals shall be void ninety (90) calendar days after the submittal due date/time.

SUBMISSION AND RESPONSE TO QUESTIONS. All questions, comments, requests for information or clarifications regarding this RFP must be submitted in as indicated below no later than 10:00 a.m. on July 1, 2024. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number (s) to which the question refers, and include the identity of the sender, firm name, mailing address, telephone number, and an e-mail address for a written response.

All responses to questions submitted to City shall be answered by July 5, 2024 by 4:00pm in written format via email provided. City reserves the right to make modifications or amendments to the RFP, either at the request of a Proposer or upon City's own initiative. If City determines it is appropriate to revise any portion of this RFP, then it will issue a written amendment to the RFP. Proposers shall submit a signed copy of the "Addendum Acknowledgement" for addendum issued with their proposal submittals. (Attachment C) If an amendment requires significant changes in the Scope of Work to be performed under the contract, then the date for receipt of proposals may be postponed at City's discretion.

QUALIFICATIONS FOR AWARD. Contract award shall be made only to a proposer found to be both responsive and responsible. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of the submission and as to the substance of the proposal. Proposal submissions which do not comply with all the terms of the solicitation may be rejected as non-responsive.

Responsible proposers are those prospective contractors who, at a minimum, must:

- have adequate financial resources, as required during performance of the Agreement, or the ability to obtain sufficient working capital.

- have a satisfactory record of past performance in similar service.
- have the necessary organization, facilities, personnel, capability, and expertise to perform the tasks expected under this project.
- certify that they are not on the U.S. Comptroller General's list of ineligible contractors.
- are otherwise qualified and eligible to receive an award under applicable laws and regulations.

The City shall determine whether the evidence submitted is satisfactory. The City will make awards only when such evidence is deemed satisfactory, and reserves the right to reject proposals where evidence submitted is determined to be fraudulent, or evaluation and investigation indicates inability of the proposer to perform.

Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

INTERPRETATIONS 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, Specifications, etc., must be requested in writing before July 1, 2024, . Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished by July 5, 2024 to the email address provided in the Cover Letter. **All addenda will become part of the RFP and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the DPTS before the award of the Contract will not be binding.

PROPOSAL REJECTION. The City reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers. The City reserves the right to accept any proposal or any part or parts thereof or to reject all proposals submitted. Conditional proposals, or those that have taken exception to the specifications, will be considered non-responsive and will be rejected. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a proposal submission may be cause for its rejection.

PROPOSER EVALUATION AND SELECTION PROCESS. The evaluation of proposals will be conducted by a selection panel composed of the Director of Transportation Services, the Procurement and Transit Grant Manager, and General Manager of the Transit System, and other selected staff, if needed. Proposals will be evaluated based on both the quality of the proposal and on the bid amount.

1. Qualified Proposers - Proposals will be reviewed to determine whether the proposers are responsive and responsible. The proposal of any firm which is not found to be both responsive and responsible shall be removed from consideration.
2. Reference Check - The City will verify, review and evaluate the information provided by each proposer under "Summary of Experience" concerning similar service.

3. Bid Comparison - Proposals will be ranked by their bid amount, taking into consideration that the percentage or fixed amount bid may vary with the location of the machines, the type of machine, etc. (see "Pricing", above.)

5. Scoring of Proposals - Each proposal will receive a score based upon the criteria listed below. The evaluation criteria and their percentage of the total evaluation score are as follows:

- 1. References10%
- 2. Revenue.....50%
- 3. Scope of Work40%
- TOTAL.....100%

The successful proposer, pending formal approval, will be the firm that receives the highest aggregate evaluation score, and that, in the opinion of the selection panel, would best serve the interests of the City.

The scoring and ranking of proposers will be the responsibility of the selection panel. In the event of a tie, the final decision will be made by the Procurement Manager.

AWARD PROCEDURE AND CONTRACT NEGOTIATIONS. Acceptance of any proposal may be subject to concurrence by the Illinois Department of Transportation. Within thirty (30) calendar days after proposal opening, the City shall attempt to reach agreement with the highest ranked proposer on the wording of a contract. The contract shall include the terms of this Request for Proposal (RFP #DPTS 2024-14), all Federal, State, and Local language required for projects of this type, and all proposal documents. Within sixty (60) calendar days after proposal opening, the City shall attempt to complete the contract approval process and to deliver documents to the proposer for signing.

The projected schedule for this procurement is:

Release of RFP:	June 19, 2024
Questions and Clarifications Due:	July 1, 2024
Release of Addendums:	July 5, 2024
Proposals Due by 10:00 AM	July 10, 2024
Evaluations:	July 17, 2024
Anticipated Effective Date of Contract:	August 1, 2024

PROTEST AND APPEALS. Protests may be made by prospective Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. The City of Decatur, Decatur Public Transit system (DPTS) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All

protests are to be submitted in writing to: City of Decatur, Decatur Public Transit System 555 E Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- a. Name, address, and telephone number of protestor;
- b. Identification of contract solicitation number;
- c. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- d. A statement as to what relief is requested.

Protests must be submitted to the City in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

A protestor may file a protest with the Federal Transit Administration (FTA). FTA's review of protests will generally be limited to allegations that (1) City does not have or fails to follow its protest procedures; (2) City failed to review a complaint or protest; or (3) the issue involves violations of Federal law or regulation. When raising Federal matters with the FTA, protesters are advised to clearly articulate the Federal concern, the prejudice to the protestor that will result if FTA does not resolve the Federal matter immediately, and provide any other relevant documents or materials. The FTA is not obligated to review any protest.

Notice to the FTA of proposal protests regarding procurements with substantial federal funds involved is advised.

Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the DPTS. The protest filed with FTA shall:

- a. Include the name and address of the protestor;
- b. Identify the City's project number and the number of the contract solicitation;
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow City's protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible;
- d. Include a copy of the local protest filed with DPTS and a copy of the City's decision, if any.
- e. An appeal to FTA must be received by the FTA regional office within five (5) working days of the date the protestor knew or should have known of the violation.

VENUE AND JURISDICTION. All work done pursuant to any agreement resulting from this Request for Proposals will be governed and enforced by the laws of the State of Illinois. The sole venue for dispute resolution involving any litigation arising out of this Agreement shall be the Circuit Court of Macon County, Illinois. Any actions related to this RFP and resulting services provided must be filed in a Federal court in the State of Illinois capable of hearing the case.

ASSIGNMENT AND/OR SUBCONTRACTING. A submitted proposal and, if accepted, the resultant contract may not be assigned without permission of the City. A listing of all subcontractors, if any,

and the portion of the services that they will provide must be submitted with the proposal. If subcontractors are listed, this does not relieve the successful proposer (Contractor) from any prime responsibility of complete and acceptable performance under any awarded contract.

The contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a subcontractor, with respect to this contract, without the prior concurrence of the City. All such subcontracts, agreements, and force work shall be handled as prescribed for third-party contracts, agreements and force-account work by the Illinois Department of Transportation (IDOT) manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the City for approval.

INSURANCE. The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified by a special condition elsewhere in the contract. Contractor will provide a Certificate of Insurance evidencing the required insurance upon request.

Workers Compensation and Employers Liability. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employer’s Liability

- a. Each Accident \$500,000
- b. Disease- policy limit \$500,000
- c. Disease- each employee \$500,000

Commercial General Liability

- a. General Aggregate Limit \$2,000,000
- b. Products- Completed Operations \$2,000,000
- c. Each Occurrence Limit \$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability, and the hazards of explosion, collapse and underground (if appropriate). The City, its officers and employees, shall be named an additional insured on this and any other liability policy pertaining to work under this contract. An Umbrella policy may be used to provide excess limits over underlying policy to meet the required limits of coverage.

REQUIRED CLAUSES. Appendix A, “REQUIRED CLAUSES”, contains language required to be included in any contract arising from this request for proposals. Also, the contractor or subcontractor must insert in any subcontracts the clauses set forth in Appendix A - “REQUIRED

CLAUSES”, along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

Appendix A, Required Clauses

No Obligation by the Federal government

1. The City and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal government, the Federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Proposer, or any other party (whether a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Proposer acknowledges that the provisions 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 this Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, 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 on the Proposer to the extent the Federal government deems appropriate.
2. The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal government deems appropriate.
3. The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

Record Retention. The Proposer will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, arrangements, other third-party agreements of any type, and supporting subcontracts materials related to those records.

Retention Period. The Proposer agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Proposer shall maintain all books, records, accounts and reports required under the Contract for a period of at not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Proposer agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Proposer agrees to permit FTA and its contractors access to the sites of performance under the contract as reasonably may be required.

Changes to Federal Requirements

Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between City and FTA, as they may be amended or promulgated from time to time during the term of the contract. Proposer's failure to so comply shall constitute a material breach of the contract.

Termination

Termination for Convenience (General Provision) The City may terminate the contract, in whole or in part, at any time by written notice to the Proposer when it is in the best interest of City. The Proposer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to City to be paid the Proposer. If the Proposer has any property in its possession belonging to the City, the Proposer will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] If the Proposer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Proposer fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the way the Proposer is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Proposer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Proposer, the City, after setting up a new delivery of performance schedule, may allow the Proposer to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure City in its sole discretion may, in the case of a termination for breach or default, allow the Proposer 10 business days in which to cure the defect. In such case, the notice of termination will state the time in which cure is permitted and other appropriate conditions.

If Proposer fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipt by Proposer of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Proposer. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Proposer.

Waiver of Remedies for any Breach If City elects to waive its remedies for any breach by Proposer of any covenant, term or condition of this Contract, then such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience of Default (Cost-Type Contracts) The City may terminate the contract, or any portion of it, by serving a notice of termination on the Proposer. The notice shall state whether the termination is for convenience of the City or for the default of the Proposer. If the termination is for default, the notice shall state the way the proposer has failed to perform the requirements of the contract. The Proposer shall account for any property in its possession paid for from funds received from the City, or property supplied to the Proposer by the City. If the termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Proposer shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid the Proposer.

If the termination is for the convenience of the City, the Proposer shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex,

age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

- a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.
- b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.
- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

3. The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE) Participation

The Proposer must comply with the DBE program requirements of 49 C.F.R. part 26. The Proposer shall not discriminate based on race, color, national origin, or sex in the performance of the contract. The Proposer shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the contract, which may result in the termination of the

contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Proposer from future bidding as non-responsible. 49 C.F.R. part 26.13(b).

Contract Changes Clause

City may at any time, by a written order, and without notice to sureties, if any, make changes within the general scope of this Agreement. Such changes shall serve to modify this Agreement to the extent necessary to execute the change as directed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Agreement, whether changed or not changed by the order, City shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement accordingly. The Contractor must assert its right to an adjustment under this article within three working days from the date of the receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if City decides that the facts justify it, City may receive and act upon a proposal submitted at any time before final payment of the Agreement. If the Contractor's proposal includes the cost of equipment or materials made obsolete or excess by the change, then City shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this provision shall excuse the Contractor from proceeding with the Agreement as changed.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

Energy Conservation

The Proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Recycled Products

Recovered Materials - The Proposer agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Access Requirements for Persons with Disabilities

The Proposer agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Proposer also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

Prompt Payment

The Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Proposer receives from the DPTS, meeting the requirements of 49 C.F.R. Part 26.29(a). The Proposer must promptly notify the DPTS whenever a Disadvantaged Business Enterprise subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another Disadvantaged Business Enterprise subcontractor to perform at least the same amount of work. The Proposer may not terminate any Disadvantaged Business Enterprise subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the DPTS. The DPTS may conduct prompt payment audits that require the Proposer to submit appropriate documentation to verify compliance with this provision.

Lobbying

Proposers who apply or proposal for an award of \$100,000 or more shall file the certification required by the U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20 to the extent consistent with 31 U.S.C. §1352, as amended, and other applicable federal laws, regulations, and guidance prohibiting the 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 award covered by 31 U.S.C. 1352, as amended. Each tier shall also disclose the name of any registrant under the

Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Cargo Preference

The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; and to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading); and to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Fly America

The Proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. Manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by

the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies. This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must be produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be:

- more than 60 percent for FY2016 and FY2017
- more than 65 percent for FY2018 and FY2019
- more than 70 percent for FY2020 and beyond

Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

Attachment B, Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope of Work, the Specifications, Warranty, and Terms and Conditions with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee proposal. The undersigned hereby certifies that the work offered in this Proposal meets or exceeds the requirements of the Scope of Work and are determined suitable for the intended purposes specified. Pricing is valid for a minimum period of ninety (90) calendar days after Proposal Opening.

Offer (to be completed by Proposer)

Signature _____ Official's Title _____

Company Name _____ State of Incorporation _____ DUNS Number _____

Address _____ City _____ State _____ Zip Code _____

Telephone _____ Fax Number _____ Email Address _____

Notice of Award (to be completed by Agency)

By executing this document, DPTS accepts the Proposal Offer noted herein:

Signature _____ Official's Title _____

Official's Name _____ Date of Award _____

Attachment C, Addendum Acknowledgement

If applicable, the undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Note: A signed acknowledgment of this addendum must be received at the location of the RFP either prior to the proposal due date and hour OR attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Name of Firm	
_____	_____
Signature/Title	Date

Attachment D, Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its proposal, the Proposer certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

The certification in this clause is a material representation of fact relied upon by the DPTS. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the DPTS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: _____

Signature: _____

Date: _____

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

Notary Public in and for the State of _____

residing in _____.

Attachment E, 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 relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor 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.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this ____ day of _____, _____ by
_____. (name of person).

(Notary Public Signature)
My Commission Expires: _____

Attachment F, Concession Sales March 2023-March 2024

Date	Soda 1	Bev Max	Transit Snacks	Transit Coffee	Transit Totals	Bus Barn Totals
Mar-23	47.98	127.09	121.14	4.67	300.87	14.64
Apr-23	75.41	126.16	80.49	6.72	288.78	12.00
May-23	124.87	133.91	98.45	3.59	360.82	39.98
Jun-23	73.20	144.62	122.11	5.06	344.99	36.47
Jul-23	84.05	107.37	121.23	4.30	316.95	13.34
Aug-23	102.92	145.62	134.58	7.37	390.49	52.91
Sep-23	73.68	156.70	151.00	7.06	388.44	43.19
Oct-23	84.95	165.74	202.37	12.96	466.02	72.10
Nov-23	76.24	114.62	177.14	12.10	380.10	25.79
Dec-23	60.79	134.02	182.09		376.90	48.77
Jan-24	108.78	128.49	173.45	16.69	427.41	33.62
Feb-24	44.30	183.61	159.20		387.11	25.40
Mar-24	145.77	193.12	211.77	27.12	577.78	55.76