

Village of Bensenville
REQUEST FOR PROPOSALS (RFP)
FOR SNACK, FOOD AND DRINK VENDING SERVICES FOR THE VILLAGE OF BENSENVILLE

NOTICE IS HEREBY GIVEN that the Village of Bensenville, hereinafter referred to as the VILLAGE, invites proposals for the award of a contract for Vending Services. Each proposal must conform and be responsive to the specifications in the Request for Proposal (RFP).

To acquire the specifications and proposal package you may contact the VILLAGE at (630) 594 – 1128 or email esylvester@bensenville.il.us. The proposal package will also be posted on the Village website www.bensenville.il.us under the Business tab.

All proposals must be received by the Village no later than 9:30 am on June 1, 2016 in the format specified by the Village. One (1) original and three (3) copies of the proposal must be submitted in a sealed opaque envelope addressed as follows:

Village of Bensenville
Attn: Corey Williamsen
Deputy Village Clerk
12 S Center St.
Bensenville, IL 60106

“RFP FOR SNACK, FOOD AND DRINK VENDING SERVICES FOR THE VILLAGE OF BENSENVILLE”

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq.

The VILLAGE reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the VILLAGE.

All questions and inquiries should be made in writing and emailed by May 15, 2016 to: Todd Finner at tfinner@bensenville.il.us. Any changes will be issued by the Director of Recreation and Community Events in the form of an addendum to the RFP no later than May 23, 2016.

A prospective Vendor’s meeting will be held on:

May 13, 2016 at 11:00 am at the Redmond Recreational Complex AHAI Conference Room, 735 East Jefferson Street, Bensenville, IL 60106.

Any RFP submitted unsealed, unsigned, via fax or email transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

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SECTION 1 – GENERAL INFORMATION

The Village of Bensenville owns and operates sports facilities known as the Edge Ice Arenas, Redmond Park Football Field, Memorial Field Baseball Stadium, Liberty Field baseball/softball park in addition to Village Hall and the Village of Bensenville Police Station. The VILLAGE provides food, snack and drink vending machine services within these facilities to provide additional revenues and additional food and beverage options for the approximately 350,000 patrons that visit the facility annually.

This Request for Proposal is to solicit proposals for the right to provide and service snack/food/drink vending machines serving the needs of the Redmond Park Recreation Department. Retail sales by the Vending Machine Services vendor, "Vendor", are limited to the sale of items approved by the VILLAGE.

SECTION 2 – PROPOSAL SUBMISSION

This proposal will be a competitive proposal and will be awarded to the company that, in the opinion of the VILLAGE, is best qualified to serve the VILLAGE and best responds to this request for proposal. The VILLAGE's award of the proposal will be based on the following factors:

- Commission percentage offered by sales category
- Experience, reputation in the industry, and verified references
- Demonstrated sanitation practices
- Enhance the current vending machine locations through the use of VILLAGE approved Enclosures
- Experience of account managers and executives
- Financial stability, acceptable accounting practices and meeting VILLAGE insurance requirements
- Quality and variety of products offered including complete list, examples of both popular and healthy selections/vegetarian
- Accounting practices related to collection of revenues
- Demonstration of the Vendor's creativity, innovation and flexibility to necessary to match supply with a continuously varying demand due to certain scheduled special events
- Demonstration of the age, type and style of vending machine proposed to be used for each product.
- Ability to deliver a wide variety of products, including healthy options
- Ability to provide electronic debit card and credit card transactions
- State-of-the-art technology with electronic sales tracking, machine monitoring systems, security and quality of all equipment
- References demonstrating the vendor's ability to provide criteria listed above
- Ability to meet the VILLAGE's required locations with proposed services.

Vendor's proposal should explain the company's ability to respond to each of the above criteria in and organized and corresponding fashion. The VILLAGE reserves the right to interview any or all potential VENDORS.

Please provide in your proposal the following specific information:

1. A current annual income statement and balance sheet prepared within the last twelve (12) months.
2. A list of at least five (5) of your current vending accounts in the suburban Chicagoland area. Please include addresses and contact phone numbers.
3. A chart of your organization. Define how you are organized (Corp., LLP, etc) and any parent or controlling entities or individuals.
4. Description and location of your office(s) that would service this account.
5. A formal description of your standards and policies for your employees, including the basis on which they are paid and related benefits.
6. A list of your purveyors and their normal delivery schedules to your distribution center.
7. A list of style, make, age and model of the equipment you propose to provide.
8. All materials submitted as a part of the response to the RFP become property of the VILLAGE. The VILLAGE will keep confidential the respondents' financial information or any pages in the proposal that Vendor deems to be proprietary and shall be marked "Proprietary Information".

SECTION 3 – TERM/TERMINATION

- A. Term: The VILLAGE will consider proposals from Vendors with a maximum of a seven (7) year agreement. The term of this agreement commences June 28, 2016 and terminates June 27, 2023, for the seven (7) year term.
- B. Termination:
 - (a) The VILLAGE may terminate this agreement, for the Vendor's substantial failure to perform. For such purpose, the VILLAGE shall send the Vendor a notice of cancellation ninety (90) days in advance of the cancellation, notifying it the Vendor of its substantial failure to perform its duties as agree upon and if Vendor does not correct such failure(s) to the satisfaction of the VILLAGE within five (5) business days of notification, the agreement shall be terminated.
 - (b) Commencing in the year 2020, and every year of the agreement remaining thereafter, the VILLAGE may provide notice to the Vendor of the termination of this agreement for any reason. Such notice shall be provided to the Vendor in writing, no later than January 30 of each year.
- C. Vendor agrees to remove all machines within ten (10) business days following the effective termination date of this agreement.

SECTION 4 – NOTICE

Any formal notice shall be deemed to be sufficient when given by the VILLAGE to the Vendor by registered or certified mail addressed to the Vendor at the business address shown on the proposal. Any formal notice given by the Vendor to the VILLAGE shall be deemed sufficient when sent by registered or certified mail to the Village of Bensenville, Attention: Todd Finner; Director of Recreation and Community Events, 735 E. Jefferson Street, Bensenville, IL 60106.

SECTION 5 – MODIFICATION

- A. Modifications to the terms of the agreement may be made by mutual agreement in writing between the parties.
- B. Proposed commissions, guaranteed minimum annual commission, signing bonuses or contributions will be considered firm for the entire term of the agreement unless it is documented, and accepted by the VILLAGE, that are documented reasons of changes in legislation, taxes, fees or a significant condition outside the control of the Vendor that justifies a renegotiation. Due to ongoing maintenance projects, it is expected that some vending locations may be closed and opened over time and these situations are routine and are not considered justification to renegotiate. The Village has final say as to the location of the vending machine placement.

SECTION 6 – VENDING MACHINES

- A. The Vendor shall install, at its expense, at the locations determined by the VILLAGE as set forth on Attachment “A”. At all times, vending machines must not be in excess of four (4) years old and must be fully reconditioned. The VILLAGE shall have the right to determine at any time during the period of this agreement that any of the vending machines are no longer required. These machines, that are no longer required, shall be promptly removed by the Vendor at the Vendor’s expense.
- B. All vending machines furnished shall be equipped so as to provide thermal overload protection. In addition, all machines shall be equipped with all necessary safety devises which shall be maintained in operating condition at all times. All vending machines must meet the standards to the National Automatic Merchandising Association and be listed in their latest “Listing of Letters of Compliance,” or meet the Standards of the National Sanitation Foundation and be listed in their “approved list,” or the equivalent thereof. All food vending machines must comply with part 743 Sanitary Vending of Food and Beverages of the General Assembly’s Illinois Administrative Code. Machines not complying with the above criteria or the State law shall be removed from service.
- C. All vending machines shall display a unique identification number.
- D. The Vendor shall at all times, at its expense, maintain the vending machines, including any meters, electronic monitoring systems, electronic sales equipment and special attachments, in proper working order and promptly make all necessary repairs and replacements of parts.
- E. The Vendor will maintain the vending machines, material handling equipment and service vehicles in a clean, attractive and sanitary condition to the satisfaction of the VILLAGE.
- F. All products requiring refrigeration and/or freezing are to be transported and maintained at proper temperatures from the point of origin to the point of delivery.

- G. The VILLAGE shall have the right to inspect any and all vending equipment at any time for the sanitation and housekeeping reasons and conduct bacteriological examinations of the vending machines and products vended that the VILLAGE deems appropriate. To this end, the Vendor will supply the VILLAGE a designated representative with the necessary means to access all vending machines. The VILLAGE agrees to notify Vendor in advance whenever such access is required.
- H. A schedule will be provided by Vendor that details how vending machines will be improved upon, changed out or upgraded.
- I. Any equipment that repeatedly malfunctions during the contract period shall be removed and replaced with a new vending machine.
- J. Vendor's Equipment: The Vendor shall bear the full responsibility for all risk of loss to their equipment, and money or product loss resulting from vandalism or theft, and shall not penalize the VILLAGE for any losses incurred. The VILLAGE will take normal and reasonable care to prevent damage to the Vendor's equipment. The VILLAGE shall cooperate with the successful Vendor in devising a mutually agreeable arrangement in the event problems arise regarding the security of machines, vending products, or receipts. Any damage or loss shall be immediately reported to the Village of Bensenville Police Department at (630) 350 – 3455.

Vendor's Staff: The Vendor shall bear any loss from dishonest, destructive, or criminal acts on the part of the Vendor or its employees.

Installation Sites (VILLAGE property): Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the VILLAGE's satisfaction at the Vendor's expense.

SECTION 7 – PRODUCTS

- A. Vendor to provide present retail pricing for proposed products to be included in this vending contract.
- B. Vendor to provide VILLAGE a list of proposed items that will be vended. Include the name of the item, size and the price it will be sold for. This shall be reported as specified on Attachment "B".
- C. The VILLAGE reserves the right to specify the manufacturer or supplier of goods vended at present or future times based upon partnerships and business relationship with the Village of Bensenville.
- D. Any introduction of new products or substitution of products must be agreed upon in writing by the VILLAGE. Vendor must supply the VILLAGE with the manufacturer, portion, size, weight, cup capacity, brand or quality level for any new product or substituted product.
- E. All perishable products will be clearly marked with expiration date. Vendor will make the expiration date visible to customer prior to purchase of product, if possible.

- F. All food and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit.
- G. Machine will be re-stocked as often as needed to ensure no shortage of product, and freshness and quality of product.
- H. Vendor guarantees that all foods and snacks shall be sold or replaced prior to their expiration/sale by dates.
- I. Vendor agrees to not vend alcohol, near or non-alcoholic beer or wine, tobacco, nuts with shells on, birth control items, over the counter drugs, gum, health and beauty aids, sports equipment or apparel. The VILLAGE reserves the right to amend the aforementioned as it sees fit at any time.
- J. Products containing low sodium, low cholesterol, low or non-fat or other healthy alternative characteristics shall be promoted whenever economically feasible over similar products.
- K. Vendor shall comply with all appropriate legislative demands as they may arise.

SECTION 8 – COMMISSIONS

- A. The Vendor is to furnish, in response to this RFP, the following payment information:
 - The percentage of total gross vending sales that will represent the commission paid to the VILLAGE by year for the term of the contract.
- B. For reference only, the approximate net revenue sales for each of the past two fiscal years was:
2014: \$35,043.00
2015: \$24,747.00
- C. For reference only, the following categories by product and sales contributed to the net revenue sales for fiscal years 2014 and 2015.
 - Healthy Snacks and Candy
 - Ice Cream
 - Beverages (Pop, sports drinks, bottled water, chocolate milk)
- D. Vendor agrees to provide a statement report of all vending sales for each machine to the VILLAGE by the 7th business day of the month for the previous month. Commissions due to the VILLAGE must be paid on a monthly basis by the fifteenth calendar day of the following month. Vendor agrees to pay interest for any commissions not paid on time at a rate of 1.5% per month for each month or partial month payment is late or the maximum interest rate allowed by law, whichever is lower. Any monies due, which are not paid within sixty (60) days of due date will, upon election by the VILLAGE, terminate this agreement.

SECTION 9 – PERSONNEL

- A. Vendor shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, physical or mental disability, or otherwise commit an unfair employment practice. The vendor, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.
- B. Not less than the prevailing rate of wages as found by Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract, pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/1.
- C. Vendor agrees that their lead vending employee(s) and relief employee(s) will have cell phones, radios or other communication devices and have authorization and access to resolve most vending out-of-stock, malfunction or similar issues.
- D. It is expected that Vendor will provide emergency repair/service personnel who will respond to service request(s) within 24 hours, and resolve concerns or repair needs in a timely manner.
- E. Vendor agrees to comply with all posted complex speed, traffic and parking requirements.
- F. It is desired that employee uniforms be provided by the Vendor that easily and appropriately identifies the Vendor and employees.
- G. Vendor's personnel shall observe all VILLAGE regulations for driving, parking and work behavior while on VILLAGE property.
- H. The Vendor is an independent vendor and not any employee of the VILLAGE. The Vendor is solely responsible for the actions and behaviors of its employees.
- I. Vendor shall comply with all government regulations related to the employment, compensation and payment of personnel.
- J. Vendor shall furnish the necessary number of employees to provide a mutually agreed upon frequency of services to the vending machines in accordance with the seasonal nature of the ice arena calendar.

SECTION 10 – UTILITIES

- A. The VILLAGE agrees to provide all electric at no cost to the Vendor. It is understood that VILLAGE approvals are required for all installations.

- B. The VILLAGE will make every reasonable effort to inform Vendor of scheduled utility shutdowns, unexpected utility failures or vandalism but will not be liable for loss of product or equipment.
- C. Vendor agrees to supply, install and maintain utility cords, tubing, etc., so as to comply with all applicable health, safety and building code requirement(s).
- D. In addition to the requirements set forth in Section 6 and 10, Vendor agrees to comply with all applicable State, County and Village laws, policies, regulations or directives.

SECTION 11 – TAXES, PERMITS, LICENSES AND FEES

- A. Vendor agrees to assume complete liability for all taxes, permits, licenses and fees applicable to its property, income and business arising out of or in connection with the performance of the agreement.
- B. Vendor shall obtain all necessary permits and licenses for the installation and operation of the vending machines in its name and at its expense.
- C. Vendor will not be reimbursed by any direct or indirect tax imposed on it by reason of this agreement.

SECTION 12 – INSURANCE

- A. Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees, or subcontractors.
- B. **Minimum Scope of Insurance Coverage shall be at least as broad as:**
 - 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
 - 2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
 - 3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
 - 4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.
- C. **Minimum Limits of Insurance Contractor shall maintain limits no less than:**
 - 1) Commercial General Liability \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 or a project/contract specific aggregate of \$5,000,000.
 - 2) Business Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
 - 3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$2,000,000 per accident.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages

- a. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- b. The Vendor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- d. The Vendor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Vendor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Vendor for the municipality.

3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

G. Verification of Coverage

Vendor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each

insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors – PROHIBITED for this CONTRACT

I. Assumption of Liability

The Vendor assumes liability for all injury to or death of any person or persons including employees of the Vendor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

J. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Vendor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Vendor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Vendor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Vendor shall at its own expense, satisfy and discharge the same. Vendor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Vendor further agrees that to the extent that money is due the Vendor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

SECTION 13 – REFUNDS

- A. Vendor shall provide an acceptable customer refund policy, procedure and execution plan.
- B. Vendor shall preferably establish a petty cash fund or a “bank” cash amount with the VILLAGE so that refunds can be given immediately. This is preferred, but not required.
- C. Vendor will process refunds within seven (7) working days of the occurrence.

- D. For the purpose of tracking commissions, refunds and machine failures, the Vendor will develop policy, procedures and execution plan that will identify the performance of machines, type of machines, and location.

SECTION 14 – MISCELLANEOUS PROVISIONS

- A. Vendor agrees that the VILLAGE has the right to inspect and audit Vendor’s accounting records, machine meters, and related documentation to verify sales and commissions in a reasonable and timely manner and will accommodate the VILLAGE upon request.
- B. All wrappings, boxes, etc., which are necessary to stock products into the machines, shall be removed by the Vendor from the VILLAGE’s property by Vendor and not deposited into VILLAGE trash bins, containers or dumpsters.
- C. Vendor will maintain a record of cleaning and sanitizing each machine and records shall be maintained for at least the past sixty (60) days. Copies of such records shall be made available to the VILLAGE upon request.
- D. Each machine shall have a sticker on it informing the customer who to call if they have problems with lost coin, damaged product, etc. A VILLAGE designee shall notify the Vendor of the exact problem.

SECTION 15 – SCHEDULE

SCHEDULE FOR PROPOSAL EVALUATION PROCESS

April 28, 2016	Notification of RFP/RFP posted on VILLAGE website
Upon Request	Distribution of RFP to all interested Vendors
May 13, 2016	Prospective Vendors Meeting 11:00 am Edge Ice Arenas AHA! Conference Room 735 East Jefferson Street Bensenville, IL 60106
June 1, 2016	Proposal due by 9:30 am to: The Village of Bensenville Board Room Attn: Corey Williamsen, Deputy Village Clerk 12 S. Center Street

Bensenville, IL 60106

June 1 – June 8, 2016	Review of qualified proposals and reference checks
June 9, 2016	Vendor Selection
June 21, 2016	Present Selection to Committee
June 28, 2016	Board Approval, Agreement Commences

SECTION 16 - INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

AVAILABILITY OF PROPOSALS: To obtain the specifications and proposal package you may contact Eva Sylvester at (630) 594 -1128, or email at esyvester@bensenville.il.us. The proposal package will also be posted on the VILLAGE website at www.bensenville.il.us.

PROPOSAL: Bidder proposes and agrees to provide the equipment, materials services and related documentation required for the proposal described as, **“SNACK, FOOD AND DRINK VENDING SERVICES FOR THE VILLAGE OF BENSENVILLE”**, in the amounts listed on the proposal submitted. The Bidder confirms that it has checked all of the above figures and understands that neither the VILLAGE nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

PROPOSAL SUBMITTAL: Submit one (1) original proposal and two (2) identical hardcopies. Proposals must be addressed and delivered no later than **9:30 am on June 1, 2016**. Please plan deliveries accordingly. Mailing Address: The Village of Bensenville, Attn: Corey Williamsen, Deputy Village Clerk, 12 S. Center Street, Bensenville, IL 60106. Proposals not received by the Village of Bensenville VILLAGE by the closing date and time indicated above will not be accepted. Proposals shall be placed in a sealed envelope bearing on the outside the submitter’s company name and address, along with **“RFP FOR SNACK, FOOD AND DRINK VENDING SERVICES FOR THE VILLAGE OF BENSENVILLE”**. At that time the envelopes will be forwarded to the committee for review.

The VILLAGE will not be responsible for and will not accept late proposals due to delayed mail delivery or courier services. PROPOSALS may be mailed or hand carried, but it is the responsibility of the BIDDER to make sure the PROPOSAL is received by the VILLAGE prior to the deadline. Proposals received after the deadline for closing will be returned unopened unless necessary for identification purposes. VILLAGE is not responsible for mail/messenger delays.

PRESENTATION OF PROPOSAL: a checklist of materials and information required to be included in the proposal appear in section 2 in this RFP. All information requested should be submitted. Failure to submit all information requested may result in lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected. Failure to follow the instructions herein

will be considered a reflection of the respondent's ability to perform the requirements of the contract. Any supplemental information the respondent wishes to include to enhance its response may be attached to the submission.

Proposals should be presented in a neat, business-like manner. Disorderly submittals, or those that are illegible or otherwise unreadable, will receive a lower evaluation or be subject to rejection. Disorganized or unreadable submissions will be considered a reflection of the respondent's ability to perform the requirements of the contract.

Any and all costs incurred by the respondent in the preparation and delivery of the proposal or subsequent requests for information are those of the respondent and will not be reimbursed by the VILLAGE.

ACKNOWLEDGEMENT OF PROPOSAL ADDENDA: In submitting this Proposal, the Bidder acknowledges receipt of all Proposal Addenda issued by or on behalf of the VILLAGE. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Proposal Addenda.

DOCUMENTS ACCOMPANYING PROPOSAL: The Bidder has submitted with this Proposal the following:

- A. Hold Harmless Agreement
- B. Non-Collusion Affidavit
- C. Village of Bensenville Proposal Compliance Certification
- D. Proposal Signature Form
- E. Proposal Forms

The Bidder acknowledges that if this Proposal and the foregoing documents are not fully in compliance with the applicable requirements set forth in the Notice Call for Proposals, the Instructions for Bidders and in each of the foregoing documents, the Proposal may be rejected as non-responsive. Proposals must be submitted on the VILLAGE Proposal Forms and Proposal Signature Form along with any other required submittals that meet both format and content requirements listed herein.

REQUEST FOR INFORMATION: All questions and inquiries should be made in writing and e-mailed or faxed by May 25, 2015 to: Todd Finner at tfinner@bensenville.il.us or (630) 594 – 1143.

CHANGES TO THE PROPOSAL: Vendors should verify their proposals prior to the submission to the VILLAGE. No proposal can be altered, corrected, or signed after opening. The VILLAGE will not be responsible for errors or omissions on the part of the vendor in making up its proposal. Once a proposal has been opened, it is subject to acceptance by the VILLAGE as submitted. No verbal changes to a proposal will be accepted.

WITHDRAWAL OF PROPOSAL: Any responder may withdraw its proposal by written request delivered to the VILLAGE prior to the scheduled closing time for receipt of proposals. In the event a responder submitting a proposal shall seek to withdraw its proposal, it shall be the sole and exclusive responsibility of the responder to notify the VILLAGE of such withdrawal prior to the proposal closing date/time. Any written notice of withdrawal of a submitted proposal received after the scheduled closing time for receipt of the proposals shall not be considered by the VILLAGE or effective to withdraw such proposal.

INTERPRETATION OF PROPOSAL DOCUMENTS: If any responder is in doubt as to the true meaning of any part of the specifications or other portions of the proposal documents; finds discrepancies, errors, or omissions therein; or finds variances in any of the PROPOSAL documents with applicable rules, regulations, ordinance and/or laws, a written request for an interpretation or correction may be submitted to the VILLAGE. It is the sole responsibility of the Vendor to assure delivery of written questions or inquiries. Written questions or inquiries should be faxed or emailed on or before May 25th to Todd Finner at the following email address: tfinner@bensenville.il.us or fax to (630) 670 – 3395. The person submitting the request will be responsible for its prompt delivery within the time limit written above. Failure to request interpretation or clarification of the specifications or other portions of the PROPOSAL documents shall be deemed a waiver to any discrepancy, defect, or conflict therein.

Any interpretation or correction of the contract documents shall be made only by written addendum duly issued by the VILLAGE. A copy of any such addendum will be emailed or faxed. No person is authorized to render an oral interpretation or correction of any portion of the contract documents to any responder, and no responder is authorized to rely on any such oral interpretation or correction.

VILLAGE’S RIGHT TO MODIFY PROPOSAL DOCUMENTS: Prior to the public opening and reading of proposals, the VILLAGE expressly reserves the right to modify the work, the PROPOSAL documents, or any portion(s) thereof by the issuance of written addenda. In the event the VILLAGE shall modify any portion of the PROPOSAL documents pursuant to the foregoing, the proposal submitted by any responder shall be deemed to include any and all modifications reflected in any addenda issued.

INDEMNIFICATION/LIMIATION OF LIABILITY: The Vendor shall indemnify, hold harmless, and defend the VILLAGE, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Vendor, or of persons acting on behalf of the Vendor, however caused, in the performance of the services specified herein. Vendor hereby waives and releases the VILLAGE from any claims Vendor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the VILLAGE, its employees, or agents, except to the extent caused by the Village’s willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the VILLAGE be liable for any loss of Vendor’s business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the VILLAGE has been advised in advance of the possibility of such damages. This shall constitute the VILLAGE’s sole liability to Vendor and Vendor’s exclusive remedies against the VILLAGE.

BRAND NAMES: Any reference to brand name in the RFP is intended to be descriptive but not restrictive unless otherwise specified. Proposals offering equivalent items that meet or exceed the standards of quality specified will be considered. All substitutions or equal products are to be clearly indicated and specifying the brand name. The VILLAGE reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The VILLAGE may require additional descriptive material and a sample.

PRODUCT AND EVALUATION: If requested, the vendor shall submit, at no charge to the Village of Bensenville, one sample for each item requested for evaluation. Samples shall be submitted, properly

labeled and with the Vendor's name, to the office listed in 16 of this RFP. Each item offered shall be subject to an evaluation process conducted by a representative group within the VILLAGE. The decision of the VILLAGE regarding each or any item shall be final.

WORKER'S COMPENSATION INSURANCE: Vendor agrees to comply fully with all provisions of all applicable worker's compensation insurance laws, and shall procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Vendor performing this Agreement files a worker's compensation claim against the VILLAGE, Vendor agrees to defend and hold the VILLAGE harmless from such claim.

PROPOSAL VALIDITY: No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals. All withdrawals must be in writing.

COMPETENCY OF BIDDER: In selecting the responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the proposal. By submitting a proposal, each Bidder agrees that the VILLAGE, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the Bidder's performance of the work.

PUBLIC INFORMATION: All materials received by the VILLAGE in response to this Request for Proposals shall be made available to the public. If any part of a Bidder's materials is proprietary or confidential, the Bidder must identify and so state. Any Bidder information used to aid in proposal selection must not be restricted from the public.

PROPOSAL COSTS: The VILLAGE will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, demonstration or negotiation of this proposal.

EXAMINATION OF EQUIPMENT, FACILITIES AND CONTRACT DOCUMENTS: At its own expense and prior to submitting its Proposal, each Bidder shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performing of the Proposal, and determine the character, qualities and quantities specified. The submission of a Proposal shall be incontrovertible evidence that the Bidder has complied with all of the requirements of this provision of the Information for Bidders.

NON-ASSIGNABILITY: This Agreement is not assignable by the parties hereto without the express advance written consent of the other party. If assigned, this contract shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of each party hereto.

GOVERNING LAW: This agreement shall be deemed to have been executed and delivered within the State of Illinois, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois or United States law, without giving effect to conflict of laws principles. Any action or

proceeding arising out of or relating to this agreement shall be brought in Dupage County at the 18th Judicial Circuit Court of Illinois, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to create any duty, standard of care, or liability to anyone other than the Parties to this Agreement. No one is an intended third-party beneficiary of this Agreement.

EQUAL OPPORTUNITY EMPLOYER: Vendor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

ATTACHMENT "A" (VENDING MACHINE LOCATIONS)

Village Hall: 12 S. Center Street, Bensenville, IL 60106

Basement Wall

- 1 Snack Machine
- 1 Beverage Machine

Edge on Jefferson Street Ice Arena: 735 E. Jefferson Street, Bensenville, IL 60106

Main Lobby South Wall

- 1 Snack
- 1 Ice Cream
- 1 Beverage Pop/Sports Drink/Water

Main Lobby Elevator

- 1 Chocolate Milk

Upper Mezzanine East Rink North Wall

- 1 Snack
- 1 Ice Cream
- 1 Beverage Pop/Sports Drink/Water

Upper Mezzanine West Rink South Wall

- 1 Snack Machine
- 1 Beverage Pop/Sports Drink/Water

Edge on John Street Ice Arena: 545 John Street, Bensenville, IL 60106

South Wall next to Bleachers

- 1 Snack
- 1 Beverage Pop/Sports Drink/Water
- 1 Ice Cream
- 1 Chocolate Milk

Village of Bensenville Police Station: 345 E. Green Street, Bensenville, IL 60106

1 Snack

1 Beverage Pop/Sports Drink/Water

Redmond Park Soccer/Football Field Press Box (Seasonal): 640 John Street, Bensenville, IL 60106

1 Snack

1 Beverage

Memorial Field Baseball Stadium (Seasonal): 600 John Street, Bensenville, IL 60106

1 Snack

1 Beverage

ATTACHMENT "B" PRODUCT LIST

<u>Number</u>	<u>Item</u>	<u>Size</u>	<u>Price it Will Sell For</u>
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ATTACHMENT "B" PRODUCT LIST (continued)

<u>Number</u>	<u>Item</u>	<u>Size</u>	<u>Price it Will Sell For</u>
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PROPOSAL FORM "1" – HOLD HARMLESS AGREEMENT AND ASSUMPTION OF LIABILITY

Assumption of Liability

The Vendor assumes liability for all injury to or death of any person or persons including employees of the Vendor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Vendor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Vendor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Vendor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Vendor shall at its own expense, satisfy and discharge the same. Vendor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Vendor further agrees that to the extent that money is due the Vendor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

SUBMITTED BY:

COMPANY _____

SIGNATURE _____ SIGNATURE _____

NAME _____ NAME _____

TITLE _____ TITLE _____

DATE _____ DATE _____

PROPOSAL FORM "2" – NONCOLLUSION AFFIDAVIT

STATE OF ILLINOIS

County of _____ being first duly sworn, deposes and says that
he/she is of

(Title)

(Name of Bidder)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 2016.

(Notary Public)

(Commission Expiration Date)

PROPOSAL FORM "3" – VILLAGE OF BENSENVILLE PROPOSAL COMPLIANCE CERTIFICATION

I, _____, having been first duly sworn, depose and
(owner/authorized company representative)

state as follows:

_____ ("Vendor"), having submitted a proposal
(Name of Company)
for:

_____ to the Village of Bensenville, hereby

certifies that said Vendor:

- 1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
- 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
- 3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

- 4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
- 5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
- 6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).
- 7. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: _____
(Officer or Owner of Company stated above)

Title: _____

SUBSCRIBED AND SWORN to before me

this _____ day of _____, 2016.

NOTARY PUBLIC

PROPOSAL FORM "4" – PROPOSAL SIGNATURE FORM

Due Date: NO LATER THAN 9:30 AM ON JUNE 1, 2016

The undersigned officer, having become familiar with the Request for Proposal, the specification, the contract terms and conditions, the solicitation conditions, and the instructions for completing the PROPOSAL form, hereby offers to provide the products and services described in the request for proposal for **Food, Snack and Drink Vending Services for the Village of Bensenville**. Bidder proposes and agrees to provide the equipment, materials, services and related documentation required for the proposal described as, "**Food, Snack and Drink Vending Services for the Village of Bensenville**", in the amounts proposed in your response. A duly executed copy of the signature page of this proposal document must accompany your response.

Company Name _____

Authorized Signature _____

Name of Authorized Signer _____

Title _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax _____

Email Address _____

Number of Addenda received, acknowledged and incorporated into this Proposal _____