

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL #05-01

PROPOSAL DESCRIPTION: Vending Machine Service

ISSUE DATE: August 9, 2004

PROPOSAL OPENING DATE: Tuesday, August 31, 2004

PROPOSAL OPENING TIME: 10:00 AM CST

PROPOSAL RESPONSES MUST BE RECEIVED NO LATER THAN THE PUBLIC OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE OPENED AND READ ALOUD AT THAT TIME. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE CONTRACTORS/PROPOSERS:

You are hereby invited to submit your proposal to manage, operate and maintain vending machines at various Authority facilities to be furnished and delivered, shipped f.o.b. to the address specified herein.

All proposals must be received in **DUPLICATE** in sealed envelopes.

All proposals are subject to staff analysis and Board approval. The Greater Rockford Airport Authority (Authority) reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered prior to the public opening date and time to:

**Greater Rockford Airport Authority
60 Airport Drive
Rockford, IL 61109-2902**

Direct any and all inquiries about this proposal to Franz Olson, Properties Manager, at 815.969.4426 or folson@flyrfd.com.

Instructions to Proposers

1.1 Proposal Preparation

Proposals must be submitted, in duplicate, on the blank Proposal Form furnished with these contract documents and shall conform to the terms and conditions set forth in the “Instructions to Proposers,” “General Terms and Conditions” and “Special Terms and Conditions” of the contract. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal.

1.2 Proposal Execution

If the Proposer is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the proposal for the corporation, shall be submitted. If the Proposer is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Deputy Director/Finance & Administration shall be submitted. If the Proposer is a sole proprietor, the owner shall execute the proposal. A “Partnership” or “Sole Proprietor” operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

1.3 Proposal Submission

The Greater Rockford Airport Authority must receive all proposals by the specified opening time of the proposal. Proposals arriving after the specified time will not be accepted and will be returned unopened. All proposals shall be submitted in sealed envelopes with the following information explicitly shown (centered both vertically and horizontally on the envelope): name and address of proposer and proposal number. Further, the sealed envelope must be clearly marked “SEALED PROPOSAL.” The Proposer shall be responsible for the delivery of the proposal before the date and hour set forth for the opening of proposals.

1.4 Error in Proposal

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modifications of the proposal after it has been opened. In case of error in the extension of prices in the proposal, the unit price will prevail.

1.5 Variances and Deviations

Variances and deviations shall be described fully on the Proposal Form. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Contractor shall be held liable. Contractors are cautioned to avoid making variiances and deviations to the specifications, which may result in rejection of their proposal.

1.6 Reserved Rights

Greater Rockford Airport Authority reserves the right at any time and for any reason to cancel this Request for Proposal, accept or reject any or all proposals or any portion thereof, or to accept an alternate proposal. The Authority reserves the right to waive any immaterial defects or irregularities in any proposal. The Authority may seek clarification from any Proposer at any time and failure to respond promptly is cause for rejection. The Authority has sixty (60) days to accept the proposal.

1.7 Interpretation or Correction of Proposal Documents

Proposers shall promptly notify the Authority no later than one (1) week before proposal opening of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. Interpretations, corrections and changes will be made by written addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal. Oral explanations will not be binding.

1.8 Incurred Costs

The Authority will not be liable for any costs incurred by Proposers in replying to this Request for Proposal.

Instructions to Proposers

1.9 No Proposal Response

If your firm declines to participate in this invitation, but desires to remain on the Authority's Proposers' List for future invitations, please submit in a letter stating why you are declining to participate.

1.10 Basis of Award

It is the intent of the Authority to award a contract to the most responsible proposer meeting specifications. Further, the Authority reserves the right to determine acceptance or rejection of any proposal in any way determined to be in the best interests of the Authority. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

1.11 Pre-Proposal Conference

If a Pre-Proposal Conference is a requirement of this contract, it will be shown on the Title Page.

End of Instructions to Proposers

General Terms and Conditions

2.1 Non-Discrimination

Contractor shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

During the performance of this Contract, the Contractor agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or sexual orientation. Upon request of the Authority, the Contractor also agrees to submit in writing an affirmative action plan demonstrating compliance with equal employment opportunity laws and policies. Contractor further agrees that this clause will be incorporated by the Contractor in all contracts entered into with suppliers or materials or services, sub-contractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

2.2 Drug-Free Workplace

The Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

2.3 Tax Exemption

The Greater Rockford Airport Authority is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Greater Rockford Airport Authority is exempt from state and local taxes. Our exempt number is E9992-3521-04

2.4 Warranties

Contractor warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Contractor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Authority may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its responsibility.

The Contractor further agrees, upon written notice from the Authority, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Authority, which may be required to make good all defects in design and material under its intended use, for a period of one (1) year, with the one (1) year period commencing on the date of acceptance by the Authority. The Contractor shall receive no compensation for cost in replacement of goods or workmanship.

2.5 Indemnification

Contractor agrees to indemnify, save harmless and defend the Greater Rockford Airport Authority, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Greater Rockford Airport Authority, its agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

General Terms and Conditions

2.6 Termination and Default

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Authority reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Contractor with any or all losses incurred. The Authority shall be entitled to recover its attorney's fees and expenses in any successful action by the Authority to enforce this contract.

2.7 Royalties and Patents

Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Authority harmless from loss on account thereof.

2.8 Regulatory Compliance

Contractor represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Contractor shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this proposal the Contractor certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue.

The Contractor certifies that they are not barred from bidding on this contract as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid-rotating in violation of Section 4, of the Illinois Criminal Code of 1961, as amended [720 ILCS 5/33E-3 and 4].

2.9 Discounts

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

2.10 Inspections

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

2.11 References

To allow the Authority to evaluate the experience of the Contractor, as it relates to this request, the Contractor must submit a minimum of three (3) references of organizations that have contracted similar services. Failure to include references may result in proposal disqualification. References must be submitted on the Proposal Form.

2.12 Law Governing

This contract shall be governed by and construed according to the laws of the State of Illinois.

End of General Terms and Conditions

Special Terms and Conditions

3.1 Pricing

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. The price shall be a minimum amount with the ability for the Authority to increase prices in areas as necessary. All prices shall remain fixed firm the first year and shall allow for increases on an annual basis provided the Authority is given thirty (30) day prior notice.

3.2 Contract Period

The contract period shall be from Notice to Proceed through three (3) years, with three (3) additional one (1) year options to renew at the sole option of the Authority. The Authority shall have the right to terminate the contract during the contract period, for any reason, including, without limitation, its own convenience. If the contract is terminated by the Authority, the Authority shall issue a written notice to the Concessionaire, no less than thirty (30) days prior to the effective date of such termination.

3.3 Specifications

The successful proposer shall install, operate and maintain the vending equipment as specified while providing the highest level of service, quality and uniform commission for all Authority facilities. The successful proposer shall tailor their service schedule and food selection to meet the needs of the Authority. The services rendered at the Authority's facilities are unique and therefore have different needs. The Maintenance Building and the Administration Building facilities are to be supplied with products priced at the Concessionaire's cost. There shall be no Concession Fee paid to the Authority from the sale of products from these two facilities. The Terminal Building and the Professional Building facilities shall be supplied with products priced to include a Concession Fee payable to the Authority. Please provide a list of product availability, including brand names. Requirements for the Authority facilities are as follows:

Maintenance Building, 5701 Falcon Road, approximately 25 employees (multiple shifts).

Soft drinks and juices, resealable plastic bottle variety,
Prepackaged variety of candy, snacks, crackers, cookies, gum, etc.,
Microwaveable soups, chili, stews, sandwiches and other prepared meals.
(Condiments and paper products are required.)

Administration Building, 60 Airport Drive, approximately 15 employees.

Soft drinks and juices, resealable plastic bottle variety,
Prepackaged variety of candy, snacks, crackers, cookies, gum, etc. (Small table-top vending.)

Terminal Building, 2 Airport Circle, approximately 2,000 passengers per week.

Soft drinks and juices, resealable plastic bottle variety,
Coffee, tea and other hot drinks,
Prepackaged variety of candy, snacks, crackers, cookies, gum, etc.

Professional Building, 5497 Kishwaukee Road, approximately 15 employees.

Soft drinks and juices, resealable plastic bottle variety,
Prepackaged variety of candy, snacks, crackers, cookies, gum, etc.

The Authority reserves the right to include additional facilities during the contract period.

In addition to the vending requirements above, the Authority would like to request a quote for Coffee Service, at no charge to employees, for the Maintenance Building and Administration Building facilities only. Please specify the equipment to be provided and products available, including condiments and paper products. The Authority reserves the right to accept or deny the coffee service provision.

Special Terms and Conditions

3.4 Equipment

The following types of vending equipment may be required of the successful proposer as specified by building facility in Section 3.3.

Soft drink/juice Machine (plastic bottles)	Hot Beverage Machine
Snack Machine (glass front)	Cold Food Machine
Snack Machine (table top)	Microwave Oven
Condiment Stand	Labeled Recycle Bins

All vending machines shall be the newest configuration available, including non-reversible tamper proof counters (meters) prior to installation, equipped with dollar bill validators, and capable of accepting at all times all of the legal currency issued by the United States Government.

Recycle bins shall be provided by the successful proposer for the disposal of materials in separate, as applicable, plastic, cans, glass and refuse containers.

Successful proposer must display their identification tag on all machines identifying their company name and a phone number to call for service or repairs and customer refunds. No signs, posters, or advertising shall be displayed on the machines.

3.5 Compliance

Successful proposer shall procure and maintain all necessary permits and licenses, including the City of Rockford Vending Permit, for the lawful operation of its business and machines and conform to all applicable federal, state and local laws, rules, acts, ordinances and regulations. All state and local taxes are the responsibility of the successful proposer.

3.6 Delivery Requirements

All products sold or kept for sale shall be of the highest quality, wholesome and pure and must be transported in a way to assure proper delivery temperatures for safe human consumption. All machines shall be checked and/or stocked, at a minimum, of one time per week. The Authority shall reserve the right to call the Concessionaire to restock any and all machines, if necessary.

3.7 Maintenance

The successful proposer shall be responsible for all routine maintenance and must maintain all equipment installed, including Microwave Ovens and Condiment Stands, and surrounding areas and fixtures, in a good, clean, and attractive condition and repair at all times. The vending machines must be maintained on the inside and outside in a clean sanitary manner. The successful proposer shall also be responsible for replacement of machines that develop chronic or continued operational problems. All Authority requests for maintenance and/or service must promptly be responded to within 24 hours of request. In the event that a machine is removed, replacement must be within 24 hours.

3.8 Concession Agreement

The Authority and the successful proposer will execute a Concession Agreement which specifies pricing, service charges and commissions, if applicable. The term of the Concession Agreement shall be according to the Contract Period, Section 3.2. The Concession Agreement must also include all requirements of this Request for Proposals. If there are conflicting or missing information, the terms of this Request for Proposals shall prevail.

3.9 Management Reports

The successful proposer is responsible for submitting a monthly report that details by location and by machine the monthly gross sales and concession fee paid for each location and machine. The report must detail the meter counts showing beginning and ending balances to confirm gross sales for the period.

3.10 Invoicing and Payment

Successful proposer shall be responsible for the monthly payment of a Concession Fee to the Authority based on a percentage of gross revenues generated by each machine at the Terminal Building and Professional Building facilities only. Gross revenue does not include cash or credit refunds made to customers on transactions in the ordinary course of business. The Concession Fee must be paid and mailed with monthly reports to the Authority on or before the 15th of each month.

Special Terms and Conditions

3.11 Insurance

The successful proposer shall maintain at all times a minimum commercial liability insurance policy in the amount of \$1,000,000.00 and must name the Greater Rockford Airport Authority as additionally insured on concession provider's policy. Proof of adequate insurance in the form of a Certificate of Insurance must be provided to the Authority in order to qualify the concession provider proposal.

3.12 Installation

Machines shall be installed, leveled and aligned by the successful proposer at its sole expense. Any damage caused by the movement of the machines shall be the sole responsibility and expense of the successful proposer. Successful proposer shall not make any arrangements for power, electrical, plumbing, or structural changes in or to the locations. Request for these changes must be in writing and are subject to the written approval of the Authority. Upon delivery of the vending equipment to the facilities listed each machine shall be filled with the necessary products and coin/bill tested to assure proper operation.

3.13 Authority Provisions

Where appropriate, the Authority shall provide the following services to the successful proposer without charge, provided such services are used in reasonable amounts and in a reasonable manner acceptable to the Authority:

- a) electricity,
- b) ventilation,
- c) water, and
- d) maintenance or custodial concerns relating to the areas where the machines are located, including emptying refuse containers.

3.14 Vendor Qualifications

Proposers must have three (3) years prior experience in vending machine management, sales and service in accounts of similar size and complexity as stated in this proposal. Proposers must demonstrate the necessary resources to install, maintain and supply the number of machines described in this proposal. Proposers must have sufficient customer support staff to provide expeditious problem resolution.

3.15 Evaluation

Concession fees to the Authority are a material factor, but not the sole or necessarily the determining factor in proposer selection. The Authority may, at its sole discretion, award a contract resulting from this proposal to a person or entity other than the responsible proposer offering the highest concession fee. A contract will be awarded to the proposer whose proposal the Authority determines, in its sole discretion, to be in the best interest of the Authority.

Evaluation factors to be considered, but not necessarily limited to, are; operations and implementation plan; management and personnel qualifications; financial capacity to fulfill this contract; and concession fees. Other factors which the Authority considers relevant to the evaluation may be included. No particular order of importance or other priority is intended by the order of the factors listed.

End of Special Terms and Conditions

Proposal Form

Full Name of Proposer: _____

Business Address: _____

City, State, Zip: _____

Telephone Number: _____ FAX: _____

Email: _____

Contract Person: _____

FEIN: _____

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/
Sole Proprietor
- a Member of the
Partnership
- an Officer of the
Corporation
- a Member of the
Joint Venture

Further, the Contractor declares that the only person or parties interested in this proposal as principals are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this proposal and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, warranties and attachments, including Addenda No. _____ and _____ issued thereto, except only to the extent that the Contractor has taken express written exception in this proposal, hereto. Failure to have read all the provisions of this proposal shall not be cause to alter any resulting contract or request additional compensations.

Further, by signing this proposal document, the proposer hereby certifies that they are not barred from submitting a proposal or from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this proposal document, the Contractor hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the Contractor is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is _____.

- (check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this proposal opening.

Further, the Contractor agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Variances and Deviations

Variance 1: _____

Variance 2: _____

Variance 3: _____

Variance 4: _____

References

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____