

SAMPLE

CONTRACT FOR GOODS

This contract, dated effective _____, in made and entered into between South Central IL Mass Transit District (SCT), and _____, (Contractor).

The purpose of this contract is to purchase the following equipment:

The Contractor was selected using the following process: Formal bid solicitation with award based on lowest responsive bidder meeting all specifications.

In consideration of the terms and conditions contained herein, or as attached and incorporated and made a part hereof, SCT and the Contractor mutually agree as follows:

1. **Scope of Work:** Contractor shall provide the equipment listed herein for the price contained in the accepted bid and according to the time schedule contained in this Contract.

2. **Compensation:** SCT agrees to pay the Contractor for the equipment listed herein. Said payment shall represent full compensation for the equipment and any labor necessary to install the equipment and any training services required in order to operate said equipment. Contractor understands that SCT is tax exempt and a copy of SCT's tax exempt number will be provided to Contractor.

Total compensation payable to Contractor for satisfactory delivery of specified equipment under this Contract is a maximum of \$_____.

Contractor shall submit an invoice(s) for the compensation payable under this Contract for the equipment provided to SCT. Invoice(s) shall be submitted to the following address:

South Central IL Mass Transit District
P.O. Drawer N
Centralia, IL 62801
Attn: Vicki Clift

Invoice shall be paid within 45 days of receipt. Any additional supplies or equipment provided by Contractor that exceeds that which is provided for in this Contract must have prior written approval of SCT.

3. **Contract Period:** For purposes of this contract, the contract period will begin after both parties have signed this contract and shall terminate no later than _____ . The Contractor shall deliver all equipment to be provided under this Contract to the location(s) specified by SCT and equipment shall be in working order and SCT staff shall have received training in operation of equipment no later than this date.
4. **Termination:** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SCT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor 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 the performance set forth in the contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of SCT.

5. **Financial Assistance:** This contract is subject to financial assistance contracts Between South Central IL Mass Transit District and the United States Department of Transportation and the Illinois Department of Transportation.
6. **Interest of Members of Congress:** No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
7. **Prohibited Interests:** No member, or officer, or employee of the South Central Illinois Mass Transit District with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
8. **Contract Changes:** Any proposed change in this contract shall be submitted to South Central IL Mass Transit District for its prior approval.
9. **Equal Employment Opportunity:** In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared

ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this ITEM in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such

provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- H. The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

10. Communications: Communications regarding this Contract shall be directed to:

Vicki Clift
South Central IL Mass Transit District
P.O. Drawer N
1616 E. McCord Street
Centralia, IL 62801
618-532-0189 x103

The parties hereto have caused this Contract to be executed the day stated. Executed in duplicate.

South Central IL Mass Transit District

Contractor:

Managing Director

Contractor Representative

Date

Printed Name

Title

Date