

<b>Firm or Company:</b> Connect Transit 351 Wylie Dr Normal IL 61761-5525	<h1>Purchase Order</h1>  <b>ILLINOIS STATE UNIVERSITY</b> <i>Illinois' first public university</i>	<b>P.O. Number: B0166080</b> P.O. Date: 09/10/15 Terms: Net 30 FOB Point: Destination Req Number: 0046215 Ship by:
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<b>Guidelines:</b> 1. Show Purchase Order Number on all shipments and correspondence. 2. Do not include state, local or Federal Excise Taxes. <b>ILLINOIS SALES TAX EXEMPTION ID NUMBER: E9991-3399-07</b> 3. Inquiries, advice or changes must be sent to the Purchasing Department.	<b>Ship To:</b> Illinois State University Central Receiving PO# B0166080 2016 Warehouse Road Normal, IL 61790-1520	<b>Invoice To:</b> Illinois State University Purchasing Department Campus Box 1220 Normal, IL 61790-1220
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**Special Instructions**  
 PER ATTACHED CONTRACT

Description	Part #	Quantity	Unit	Unit Price	Amount
FY16 UNIVERSAL ACCESS SERVICE . 07/01/15-06/30/16					

President Larry Dietz Signed By: <i>Judy L. Johnson</i>	For more information, contact Stacy L. Brown at slbrow2@ilstu.edu, 309-438-1045 or fax 309-438-5555	<b>Total \$519,750.00</b>
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## Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3
4. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10

8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
20. Drug Free Workplace
  - 3.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act
  - 3.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43

**Additional Terms:**

**Assignment and Subcontracting:** (30 ILCS 500/20-120 ) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

**Audit / Retention of Records:** (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

**Availability of Appropriation** (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

**Transportation Sustainability Procurement Program Act** (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

**PUBLIC WORKS:** "Public works" means any fixed work construction or improvement for the State of Illinois or any political subdivision of the State if that fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois.

1. Contractor/vendor certifies in accordance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/) that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work for the benefit of the State.
2. Contractor/vendor certifies that they will comply with the Employment of Illinois Workers on Public Works Act (30ILCS 570/).
3. Contractor/vendor certifies that they, and all relevant subcontractors and affiliates, are in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/), if applicable.
4. Contractor/vendor certifies that they are in compliance with the requirement of 30 ILCS 500/30-22, which states: Construction contracts; responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:

1. The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
2. The bidder must comply with all applicable provisions of the Prevailing Wage Act.
3. The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order NO. 11375.
4. The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
5. The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
6. The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
7. The bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

**AGREEMENT BETWEEN THE BLOOMINGTON-NORMAL  
PUBLIC TRANSIT SYSTEM AND  
ILLINOIS STATE UNIVERSITY FOR  
FACULTY, STAFF AND STUDENT TRANSIT SERVICES  
April 16, 2015**

This Agreement is made by and between the Board of Trustees of Illinois State University (ISU) and Bloomington Normal Public Transit System (Connect Transit).

Whereas ISU and Connect Transit have agreed that benefits accrue to both parties in providing a means by which ISU may provide for fare prepayment for ISU students, faculty, staff and University High School students utilizing the Connect Transit fixed route buses and,

Whereas ISU and Connect Transit have agreed to terms, which will allow ISU students, faculty, staff and University High School students to use the fixed route services of Connect Transit without the requirement to pay the posted fare.

**ARTICLE I – RECITALS**

Whereas Connect Transit provides bus service open to the public on a regular basis, along fixed routes, during published hours and at published frequencies; and

Whereas Connect Transit service provides a satisfactory means of transporting many University faculty, staff, and students, as well as staff members of University-affiliated agencies to and from their place of residence and the University campus; and

Whereas the use of Connect Transit services by faculty, staff, and students is advantageous to the University as well as the cities of Bloomington and Normal, Illinois.

Therefore, be it resolved that the following responsibilities be carried out by the parties to this agreement as set forth below.

**ARTICLE II – RESPONSIBILITIES OF CONNECT TRANSIT**

2.1. Connect Transit shall honor the University faculty, staff and student photo identification card and/or other approved credential when presented by current University faculty, staff, and students to Connect Transit agents and bus drivers and regard it as a Connect Transit bus pass.

2.2. Connect Transit shall provide established and regularly publicized Bloomington-Normal citywide public transportation service including, but not limited to: service through the ISU Campus on bus routes known as the Redbird Express, Nite Ride and Late Nite Ride Routes. Appendix A provides a comprehensive list of the hours and frequencies of service and transit stop locations currently provided for the Redbird Express, Nite Ride and Late Nite Ride routes. All transit services described in this paragraph are provided to ISU faculty, staff, students and University High School students upon presentation of their University photo identification card

and/or credential provided by the University. Service will be provided to all others according to a fare schedule established by Connect Transit.

2.3. In providing the public transit services described in sections 2.1 and 2.2 of this Article, Connect Transit shall act as an independent contractor and not as agents or employees of the University. Additionally, the University shall not have, and shall not exercise any control over Connect Transit operations in connection with providing the public transit services described in sections 2.2 and 2.3 of this Article. The University shall not have and shall not exercise any control or supervision whatsoever over drivers providing transit service. All bus drivers will be employed by Connect Transit, shall constitute Connect Transit's employees only, shall not constitute agents or employees of the University, and shall be subject solely to the supervision and control of Connect Transit.

2.4. Connect Transit shall provide ISU with a detailed breakdown of ridership numbers on a monthly basis for students, faculty, and staff by route for all Connect Transit routes. This information shall be sent monthly to Illinois State University, c/o Director of Parking and Transportation, 709 N. Main Street, Normal, Illinois 61790-92500.

2.5. Connect Transit shall provide audited financial statements annually, when the audit is complete, generally by November. This information shall be sent to Illinois State University, c/o Director of Parking and Transportation, 709 N. Main Street, Normal, Illinois 61790-92500.

2.6. Connect Transit shall provide in-house telephone information services to callers seeking information about the evening bus service.

2.7. Connect Transit shall provide a detailed breakdown to ISU for the budgeted cost of transit services provided under the terms of this agreement, including hourly operating expense rates, before and after the application of the Downstate Operating Assistance Program (DOAP) subsidy.

2.8. Connect Transit shall notify ISU of the percentage and contract amount of the DOAP subsidy they are granted in FY2016.

### ARTICLE III – RESPONSIBILITIES OF THE UNIVERSITY

3.1. RIDER IDENTIFICATION. University shall identify current faculty, staff and students at the Bloomington-Normal campus of the University through the issuance of a photo identification card, and/or an approved alternate credential.

3.2. Contract Payment Terms

3.3. The University shall pay Connect Transit a monthly amount of \$43,312.50 over a twelve month period beginning July 1, 2015 and ending June 30, 2016. This amount will be the total of all transit servicing the ISU community.



3.4. The University shall process payments to the Connect Transit upon receipt of invoices submitted to the Office of Parking & Transportation Services, c/o, Director of Parking & Transportation Services at, 709 N. Main Street, Normal, Illinois 61790.

#### ARTICLE IV – LIABILITY AND RISK

4.1 INSURANCE. Connect Transit shall provide for a Certificate of Insurance to be issued naming the Board of Trustees of Illinois State University as an additional insured with respect to general liability. The required insurance coverage shall be provided by an insurance company that has a current Best's Rating of B+: IV, or better, or is approved by Illinois State University. This Certificate of Insurance must be received and approved before commencement of operations. The Certificate must evidence the following coverage in at least the limits stipulated. Connect Transit agrees to maintain such insurance for the duration of the project or the term for which services will be rendered.

- I. Workmen's Compensation (including Occupational Disease) under the terms of the Illinois Workmen's Compensation Act.
- II. Employer's Liability: \$500,000.
- III. General Liability: \$1,000,000 per occurrence.
- IV. Automobile Liability: \$5,000,000 per occurrence.

4.2 LIABILITY. Neither party shall be legally liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

#### ARTICLE V – MARKETING AND INFORMATION

Each party shall, through the various means available to each, publish agreed upon information regarding the services provided pursuant to this Agreement. Each party shall bear its full cost of publishing such information in its own publications. Neither party will use the name of the other in any form of advertising or publicity without the express written permission of the other party.

#### ARTICLE VI – PUBLIC SAFETY

6.1 The parties acknowledge and agree that public safety is of the highest concern and that each shall take appropriate actions to maximize the safety of riders, pedestrians, bicyclists, other vehicles, property and any other related considerations. Subject to any limitations set forth in this Agreement or otherwise by law, such actions may include, but shall not be limited to, driver training, educational programming regarding public safety, consolidation of stops, and pedestrian safety infrastructure improvements and initiatives. The parties will cooperate and collaborate in good faith on public safety initiatives.

6.2 Connect Transit shall maintain driver qualification records in accordance with requirements of state and federal law and shall make such records available for purposes of pending litigation to the University or its agents for inspection and copying upon reasonable notice and during normal business hours.

#### ARTICLE VII – TERM AND TERMINATION

7.1. This Agreement shall be in effect from July 1, 2015 through June 30, 2016.

7.2. In the event of an alleged material breach, the aggrieved party shall so advise the other party by written notice indicating in specific detail the nature and basis of the alleged breach. The alleged breaching party shall cure the breach within One-Hundred-Twenty (120) days from its receipt of notice; if the breach is not remedied to the reasonable satisfaction of the aggrieved party within the cure period, the aggrieved party may terminate this Agreement upon One-Hundred-Twenty (120) days written notice.

7.3. All accounts shall be settled on a pro-rated basis in the event of termination of this Agreement prior to its full term.

#### ARTICLE VIII – AMENDMENTS

This Agreement may be modified or renewed only by a written instrument signed by both parties. Fixed route hours and compensation may be modified to this Agreement at any time by amendment.

#### ARTICLE IX – COOPERATION

The parties agree to meet quarterly during the term of this agreement to discuss any aspects of the service, including but not limited to routing, service periods, and frequencies. The parties agree to meet in the month of January 2016 to discuss the status of any potential budgetary issues. While the parties recognize the importance of consultation and cooperation in the evaluation of decisions relating to public transit services and agree to collaborate whenever possible and permissible, final decisions relating to public transit services, and in particular Article II, shall be the sole and exclusive responsibility of Connect Transit.

Connect Transit shall give notice to ISU regarding any changes to routing, service periods and frequencies no later than 30 days prior to the implementation of the changes. Notice shall be directed to the Office of Parking & Transportation Services, c/o, Director of Parking & Transportation Services at 709 N. Main Street, Normal, Illinois 61790.

#### ARTICLE X – NOTIFICATION

All communications required or permitted under this Agreement, except as otherwise noted, shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight courier service to the party's representative listed below.

Notices to the University shall be sent to: to the Office of Parking & Transportation Services, c/o Director of Parking & Transportation Services at, 709 N. Main Street, Normal, Illinois 61790-92500.

Notices to Connect Transit shall be sent to General Manager, Connect Transit, 351 Wylie Drive, Normal, Illinois 61761.

#### ARTICLE XI – MISCELLANEOUS

11.1. PARTY STATUS. Neither party is agent, employee, legal representative, and partner or considered a participant of a joint venture of the other. Neither party has the power or right to bind or commit the other.

11.2. NO BENEFICIARIES. The parties do not intend for this Agreement to create any rights, or rights of enforcement, in third parties.

#### ARTICLE XII - SEVERABILITY

12.1. SEVERABILITY. If a court of competent, jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon one-hundred-twenty (120) written notice by one party to the other party.

12.2. ASSIGNMENT. This Agreement shall bind, and inure to the benefit of, the parties and any successors to substantially the entire assets of the respective party. Neither party may assign this Agreement without first obtaining the prior written consent of the other party. Any attempted assignment without consent is void.

12.3. FORCE MAJEURE. Each party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

12.4. EFFECT OF WAIVERS. No waiver of any right, remedy, power or privilege by any party shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

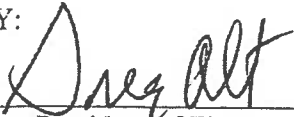
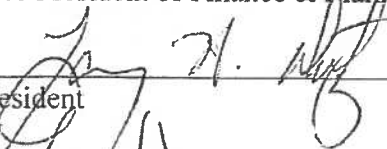

#### ARTICLE XIII – REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's

obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

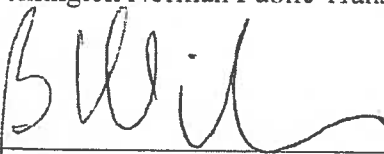
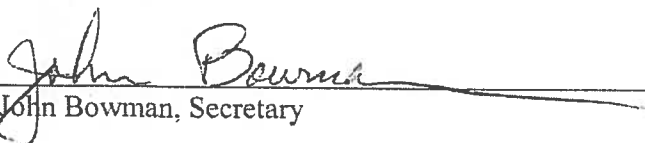
**Illinois State University Approvals:**

FOR: The Board of Trustees of Illinois State University

BY:  5/18/15  
Vice President of Finance & Planning Date:  
 3/19/15  
President Date:  
 5-11-15  
Legal Counsel Date:

**Bloomington Normal Public Transit System Approvals:**

FOR: Bloomington Norman Public Transit System Board of Trustees

By:  4-28-15  
Bill Wilson, Chairman Date:  
 4-28-15  
John Bowman, Secretary Date: