


PROPOSAL FORM
Hinsdale Township High School District 86
RFP #15-013, Beverage and Snack Vending Machines

(PLEASE TYPE OR PRINT IN INK ONLY THE FOLLOWING INFORMATION)

Full Name of Bidder The Classic Group
Main Business Address 2155 S. Carpenter Street
Chicago, IL 60608
City, State, Zip Code
Telephone Number 773-252-7000
Fax Number 866-395-6997
Bid Contact Person Eric Rubin
Email Address Eric@theclassicgrp.com

The undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed contract specifications for the above designated service, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

	<u>Director of Sales</u>	<u>7-9-14</u>
Signature Name and Title		Date
<u>Eric Rubin</u>	<u>Director of Sales</u>	<u>7-9-14</u>
Printed Name and Title		Date

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 9th day of July AD, 2014

PROPOSAL PRICING FORM
Hinsdale Township High School District 86
RFP #15-013, BEVERAGE AND SNACK VENDING MACHINES

RFP FORM – Commission full service:

Vendor regularly checks and stocks machines with products selected by principal or designee. Adequate stock is supplied so that machines do not become empty between vendor visits.

Vending Price

1. Water 20 OZ Bottle

\$ 1.50

Give an itemized list including water enhancements being proposed

See product catalog

2. Non-Carbonated 20 OZ Bottle

\$ 1.50 - 2.00

Give an itemized list any enhancements

See product catalog

3. Carbonated 12 OZ Cans

\$ 1.00

Give an itemized list including any enhancements being proposed

See product catalog

4. All other beverages

\$ 1.00 - 4.75

Give an itemized list including any enhancements being proposed

Maked Juice, Muscle milk, Coconut water and speciality beverages.

Commission on Gross Sales 20%

5. Candy

\$ 1.00

Give an itemized list including sizes being proposed

See product catalog

6. Pastry

\$ 1.00

Give an itemized list including sizes being proposed

See product catalog

7. Chips

\$ 1.00

Give an itemized list including sizes of packages being proposed

See product catalog

8. Crackers

\$ 1.00

Give an itemized list including sizes of packages being proposed

See product catalog

9. Other-List all items you carry

\$ 1.00 - 2.50

Give an itemized list including sizes of packages being proposed

Kashi Bar, Kind Bar, Cliff Bar, Apple Sauce, pop chips, fruit, and speciality snacks

Commission on Gross Sales 20%

PROPOSAL PRICING FORM
Hinsdale Township High School District 86
RFP #15-013, BEVERAGE AND SNACK VENDING MACHINES

District Signing	Bonus if any
Year One	\$3,000
Year Two	—
Year Three	—
Year Four	—
Year Five	—

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Classic Vending, Inc.		Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Business name/disregarded entity name, if different from above The Classic Group/ Chicago Coffees & Teas		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		
	Address (number, street, and apt. or suite no.) 2155 S. Carpenter City, state, and ZIP code Chicago, IL 60608		
List account number(s) here (optional)		Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="margin: 0 auto;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table> <table border="1" style="margin: 0 auto;"> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>3</td><td>6</td><td>-</td><td>4</td><td>3</td><td>8</td><td>9</td><td>1</td><td>1</td><td>2</td></tr> </table>	Social security number												-			-			Employer identification number									3	6	-	4	3	8	9	1	1	2
Social security number																																						
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3	6	-	4	3	8	9	1	1	2																													
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶
	Date ▶ <u>1/9/14</u>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Anti-Collusion Affidavit of Compliance

Eric Rubin, being first duly sworn, deposes and says:

That he is Employee of
(Partner, Owner, etc.)
The Classic Group
(Vendor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

The Classic Group
(Name of Bidder, Partner or Officer)

The above statement must be subscribed and sworn to before a Notary Public.
Subscribed and sworn to before me this 9th day of

July, 2014.
[Redacted Signature]
Notary Public



Proof of Insurability

Proposal Submitted By: The Classic Group
(Contractor's Name)

2155 S. Carpenter Street, Chicago IL 60608
(Address)

I, being duly sworn, do hereby acknowledge that I have read the insurance specifications herein and agree that the above bidder is eligible for insurance per aforesaid specifications.

Signed: 

Date: 7-9-2014

Insurance Company: Associated Agencies, Inc

Address: 1701 Golf Rd Rolling Meadows, IL 60008

Subscribed and sworn before me on the 9th day of July, 2014.



Notary Public



SAMPLE CERTIFICATE OF INSURANCE TO BE SUBMITTED WITH BID

Hold Harmless Agreement

The Contractor hereby agrees to indemnify, keep and save harmless Hinsdale Township High School District #86, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses which may in any way accrue against Hinsdale District #86 in consequence of the granting of this Contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, if any, arising therefrom or incurred against the District in any such action, and shall at his own expense discharge same.

The Contractor hereby agrees to indemnify, keep and save harmless Hinsdale District #86, its Board of Education agents, officials and employees against all injuries, judgments, costs and expenses which may in any way accrue against Hinsdale District #86 in consequence of the use by the Contractor's employees of equipment owned, rented or leased by the District.

The Contractor expressly understands and agrees that any insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Hinsdale District #86 as herein provided.

The provision will not apply when the loss is caused solely by the Board's negligence.

NAME OF VENDOR: The Classic Group

BY: 

ATTEST:  VICE PRESIDENT

DATE: July 9th, 2014

Certificate of Compliance with Illinois Drug-Free Workplace Act

The Classic Group (Vendor) does hereby certify (pursuant to Section 3 of the Illinois Drug-Free Workplace Act, (30 ILCS, 580/3 et. Seq.) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certifies that (he, she, it) is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

The Classic Group (Vendor) does hereby certify that it is not subject to the requirements of Section 3 of Illinois Drug-Free Workplace Act.

By:

[Redacted Signature]

Authorized Agent or Vendor

Date:

July 9th 2014

Subscribed and sworn to before me this 9th day of

July, 2014.

[Redacted Signature]

Notary Public



Certificate Regarding Sexual Harassment Policy

The Classic Group (Vendor) does hereby certify (pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois Law; (iii) a description of sexual harassment utilizing examples; (iv) internal compliant process including penalty; (v) the legal recourse, investigate and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided.

By: 
Authorized Agent or Vendor

Date: July 9th, 2014

Subscribed and sworn to before me this 9th day of July, 2014.


Notary Public



Certificate of Eligibility to Contract

I, Eric Rubin (pursuant to Section 5/10-20.21 (b) of the School Code) hereby certify that neither I, nor any of my partners, or officers or owners of (name of Business) The Classic Group.

1. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33 E-1 et seq. as amended;
2. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of (name of business) The Classic Group and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 et. seq.

In certifying to the above, I hereby acknowledge that the school board may declare any contract awarded pursuant to this bid void if this certification is false.

[Redacted]
Date July 9th, 2014 Authorized Agent of Bidder

Subscribed and sworn to before me this 9th day of July, 2014.

[Redacted]
Notary Public





The Classic Group

The Classic Group is pleased to present vending services for snack and beverage service or snack service only at Hinsdale Township High School District 86.

Vending Equipment

<u>Equipment</u>	<u>Price</u>
Snack machine with credit card readers & vending miser	Free
Beverage machine with credit card readers & vending miser	Free
Ice cream machine with credit card reader & vending miser	Free

* Minimum of nine snack machines, seventeen beverage machines and two ice cream machines.

<u>Beverages</u>	<u>Price range</u>
Soda 12 oz cans (Coke Products, Pepsi Products, American Bottling Products, La Croix and more)	\$1.00
Soda 20 oz bottles (Coke Products, Pepsi Products, American Bottling Products and more)	\$1.50
Bottled water (Ice Mountain, Aquafina & Dasani)	\$1.50
Specialty water (Smart Water, Fiji & San Pellegrino)	\$1.75-2.50
Sports drinks (Gatorade, Powerade Propel, Vitamin Water & Sobe)	\$2.00
Specialty Juice & Tea (Minute Made, Nantucket Nectars & Veryfine, Lipton, Fuze, Honest Tea, and more)	\$1.75-2.25
Other Beverages (Naked Juice, Muscle Milk, Coconut Water and more)	\$ 1.00-4.75
<u>Commission</u>	20% of Gross Sales

Snack & Ice Ccream

Price range

Chips

\$1.00

(Cheez-It, Rold Gold Pretzel, Jays Potato Chip, Sun Chip Cheddar and more)

Candy

\$1.00

(Snickers, Twix, M & M's, Nutri Grain, Nature Valley and more)

Healthy Options

\$1.00- 2.50

(Pop Chips, Stacy's Pita Chips, Clif Bars, Power Bars, Kashi Bars and more)

Pastries & Crackers

\$1.00

(Pop Tarts, Austin Zoo Crackers, Cracker with PB and more)

Ice Cream

\$1.00- \$2.50

(Snickers bar, Klondike bar, Giant Vanilla Sandwich and more)

Commission

20% of Gross Sales



CERTIFICATE OF LIABILITY INSURANCE

CLASS-3

OP ID: TJ

DATE (MM/DD/YYYY)
10/07/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Agencies, Inc. 1701 Golf Rd, Tower 3, 7th Flr Rolling Meadows, IL 60008-4267 Skip Schrayner	847-427-8400	CONTACT NAME:	
	847-427-3430	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Cincinnati Insurance Company	10677
		INSURER B : Hartford Casualty Insurance Co	29424
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Classic Vending, Inc.
dba: The Classic Group
Natural Waters
Attn: Michael Kloug
2155 S. Carpenter
Chicago, IL 60608

COVERAGES **CERTIFICATE NUMBER: 000** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EPP0105844	10/13/13	10/13/14	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			EBA0105844	10/13/13	10/13/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECKC7926	08/02/13	08/02/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER SAMPLE	BLANK-1	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [REDACTED]

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HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86
RFP #15-013 SNACK VENDING MACHINES

THIS AGREEMENT is made and entered into as of this 1st day of August, 2014, by and between the Board of Education of Hinsdale Township High School District 86, Hinsdale, Illinois hereinafter called "DISTRICT," and The Classic Group referred to as "CONTRACTOR", an Illinois based company located at 2155 S. Carpenter Street, Chicago IL 60608, hereinafter called "CONTRACTOR"

WITNESSETH

WHEREAS, DISTRICT has selected Contractor to provide Snack Vending Machines described herein; and

WHEREAS, CONTRACTOR desires to provide such services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. BID SPECIFICATIONS

CONTRACTOR shall provide snack vending machines to the DISTRICT in accordance with the Request for Proposal on Services (hereinafter "Proposal Specifications"), which is attached hereto and incorporated herein, as well as in accordance with all other exhibits attached hereto and incorporated herein. The notice to bid, bid instructions, addenda, CONTRACTOR'S bid proposal and this Agreement (collectively, the "Contract Documents") shall constitute the full and entire Agreement for the services contemplated hereunder.

2. COMPENSATION

In consideration for services provided in the Bid Specifications, DISTRICT shall pay to CONTRACTOR the commission as set forth on the CONTRACTOR'S bid proposal attached hereto.

3. TERM

The Agreement shall commence August 1, 2014 and terminate July 31, 2019 unless terminated earlier as provided in the Contract Documents. The DISTRICT, in its sole discretion may extend the term of the Agreement for an additional (1) one year option. The Compensation to be paid to the Contractor by DISTRICT during the extension periods, if any, shall be in accordance with the Contract documents

4. PERSONNEL

Contractor shall pay it employees at the rates provided for in the Contract Documents. Contractor, upon request, shall provide District with certified copies of its payroll for all employees providing services under this Agreement.

5. ASSIGNMENT

The services contemplated under this Agreement are deemed to be in nature of personal services. CONTRACTOR shall not assign this Agreement without prior written consent of DISTRICT. The parties agree that assignment by CONTRACTOR of any sums due and owing CONTRACTOR under this Agreement shall not constitute an assignment of the Agreement.

6. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between CONTRACTOR and DISTRICT, CONTRACTOR shall be construed as being an independent contractor employed to provide athletic trainer services; the personnel records of CONTRACTOR shall not be held or deemed in any way to be the records of DISTRICT or to become the records of the DISTRICT during DISTRICT examination of the records. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of DISTRICT. CONTRACTOR shall be responsible for, and hold DISTRICT harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

7. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Illinois. All references in this contract to the "STATE" shall mean the State of Illinois.

8. SAVINGS CLAUSE: INTENT

In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the parties hereunder shall cease and neither shall have recourse against the other.

This Agreement is not intended to, and does not, confer any right or benefit upon any third or other party other than CONTRACTOR and DISTRICT. No other party other than CONTRACTOR and DISTRICT, or their authorized successors or assigns, shall have any right or standing to enforce, or to pursue legal action to enforce this Agreement.

9. EXTENSION AND MODIFICATION

CONTRACTOR and DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

10. ENTIRE AGREEMENT

This Agreement, the Bid Specifications published by the DISTRICT and all exhibits set forth the entire agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. There are no representations, either oral or written, between DISTRICT and CONTRACTOR other than those

contained in this Agreement, the Bid Specifications published by the DISTRICT and the exhibits.

11. PRESENCE OF CHILD SEX OFFENDERS ON SCHOOL PROPERTY

CONTRACTOR acknowledges that, pursuant to the Illinois *Criminal Code* (720 TLCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. CONTRACTOR shall ascertain that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify CONTRACTOR if they have been convicted of a sex offense restricting their presence on school property. CONTRACTOR will then provide appropriate and immediate notification to DISTRICT. DISTRICT reserves the right to request the removal from the project of any person, including, but not limited to, employees of CONTRACTOR and subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the CONTRACTOR or subcontractor

12. ALCOHOL AND TOBACCO USE PROHIBITED

In accordance with state and federal law and Board of Education policy, the use of alcohol and any tobacco products on school property is prohibited.

13. CONFLICT OF TERMS

In the event there is a conflict of terms among the Contract Documents, this Agreement shall control.

14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, rules, regulations and ordinances applicable to the services provided hereunder and, in addition to all other obligations of CONTRACTOR required hereunder, CONTRACTOR shall indemnify, defend and hold DISTRICT harmless from any loss, cost or damages incurred by a violation of this paragraph. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act, 35 ILCS 105/1 et seq in accordance with

15. TERMINATION FOR CONVENIENCE

The Owner may, at any time upon thirty (30) days written notice, terminate the Agreement in whole or in part for the DISTRICT'S convenience and without cause. Termination by the DISTRICT under this paragraph shall be made by a notice of termination delivered to the CONTRACTOR specifying the extent of termination and the effective date.

16. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the District, its Board members, agents, employees and volunteers against any and all liabilities, damages, losses, expenses, demands, claims, suits

or judgments, including reasonable attorneys' fees and expenses, including, but not limited to, claims for the death of or bodily injury to any person and for the loss of, damage to or destruction of any property in any manner arising out of the negligent or intentional or alleged negligent or alleged intentional acts or omissions of the Contractor, its agents, employees, or subcontractors.

Contractor agrees to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on District property, and waive any limitation of liability defense based on the Workers' Compensation Act against claims by District for indemnification or contribution; and further agree to indemnify and defend District and its board members, agents and employees and volunteers (Indemnities) from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnities' own negligence, and further agree to pay any contribution appropriate for Contractor's own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and subcontractors. If such provision is not contained within a subcontract or contract, or if a subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all subcontractor liability for such indemnification of or contribution to District.

17. FORCE MAJEURE

Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war riot, sabotage, weather or energy related closings, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.

18. BID PRICES AND PAYMENT

The CONTRACTOR shall provide the required goods and or service described in the Bid Specifications for the prices quoted on the Bid Form. Notwithstanding anything in the Contract Documents to the contrary, all payments required hereunder shall be in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1

19. NOTICES TO PARTIES

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail. Return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

TO:

Mr. Bill Eagan
Chief Financial Officer
Hinsdale District 86
5500 S. Grant Street,
Hinsdale, IL 60521-4578

Notices to CONTRACTOR shall be addressed to:

Eric Rubin
The Classic Group
2155 S. Carpenter St
Chicago, IL 60608

Either DISTRICT or CONTRACTOR may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

The Classic Group

By: _____ Date: _____
(Signature of Officer)

Title _____
(Printed Name and Title)

Subscribed and Sworn to before me this _____ day of _____ AD, 2014

_____ My Commission Expires: _____
(Notary Public)

Hinsdale Township High School District 86

By:  Date: 8-12-2014
Name: Dr. Richard Skoda
Title: President, Board of Education

COFFEE & TEA

Tradecraft

OUTFITTERS

April 29, 2019

Josh Stephenson
Chief Financial Officer
Hinsdale Township High School District 86
5500 S. Grant Street
Hinsdale, IL 60521

Mr. Stephenson,

Tradecraft Outfitters, a Division of Compass Group USA and Canteen would like to continue to be the exclusive provider of snack vending for Hinsdale Township High School District 86 effective immediately for the 2019-2020 School Year.

The terms will be extended with the same terms of original agreement from 2014 including commission structure.

This term can be extended for an additional twelve month term with written notice.

Thank you again for the opportunity to service Hinsdale Township High School District 86.

[Redacted Signature]

Jim Carbone
Co-Founder
Tradecraft

5/1/19
Date

[Redacted Signature]

Josh Stephenson
Chief Financial Officer
Hinsdale Township High School District No. 86

4/29/19
Date

TRADECRAFT.ME | 844.245.4964



CONTACT@TRADECRAFT.ME