

**Resolution of the County Board
of
Kankakee County, Illinois**

**RE: AWARD OF VENDING MACHINE CONTRACT TO BOARD MACHINE, INC.
AND AUTHORITY FOR THE COUNTY BOARD CHAIRMAN TO SIGN THE
CONTRACT**

WHEREAS, the County of Kankakee has contracted with companies over the years to provide snack food vending machines at the County Buildings; and,

WHEREAS, the current contract expires and the County placed an Invitation to Bid in a newspaper of general circulation; and,

WHEREAS, two bids were received and opened on March 20, 2013 at the Buildings and Grounds Committee Meeting; and,

WHEREAS, Board Machine, Inc. and CL Vending were the two bidders and each offered a percentage rate of return with Board Machine, Inc. offering the highest return to the County; and,

WHEREAS, at the Buildings and Grounds Committee meeting of March 20, 2013, after review, discussion and consideration, the committee recommends contracting with Board Machine, Inc.

NOW, THEREFORE BE IT RESOLVED, by the Kankakee County Board, that the County vending machine contract be awarded to Board Machine, Inc. and authority is hereby given to the County Board Chairman or his designee to sign the contract.

PASSED and adopted this 09th day of April, 2013.



Michael Bossert, County Board Chairman

ATTEST:



Bruce Clark, County Clerk

OPERATING AGREEMENT-SNACK VENDING MACHINE SERVICES

THIS AGREEMENT is made and entered into this 21 day of MAY, 2013 by and between the **COUNTY OF KANKAKEE**, hereinafter known as County, with offices at 189 E. Court Street, Suite 502, Kankakee, Illinois 60901 and **BOARD MACHINE, INC**, hereinafter known as Board Machine, having its corporate offices at 2006 East Maple, Kankakee, IL 60901.

WITNESSETH:

WHEREAS, County desires to engage the services of Board Machine to be the provider of snack vending services at designated locations; and

WHEREAS, Board Machine desires to provide County with snack vending services, and pay County a percentage (less sales tax) of gross sales collected at designated locations;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows:

1. **AGREEMENT & TERM:**

A. Agreement: The County hereby grants to Board Machine the exclusive right to provide snack vending services for County staff and visitors at Kankakee County buildings that are listed in attached list labeled Attachment A. Board Machine hereby agrees to furnish a variety of snacks to County staff and visitors in accordance with this agreement.

B. Term: The term of this agreement will be for a THREE (3) year period from the date this agreement is signed. The contract will automatically renew unless either party notifies the other of intent NOT to renew the contract by registered mail ninety (90) days prior to the contract anniversary date of that year. In the event that the contract is not renewed, Board Machine will continue providing services to County on a month-to-month basis for a period not to exceed six (6) months at the same price, terms and condition of this agreement.

2. **OPERATIONAL RESPONSIBILITIES:**

A. Facilities & Equipment: Board Machine will provide snack vending machines at the locations listed in Attachment A. The vending machines shall be in good working conditions. The machines shall be free standing and provide for easy access. All vending machines must accept coins and be equipped with a bill validator in order to accept bills. Machines must be suitable to operate with the existing physical plant, layout, utility and outlet locations to avoid blow-outs of utilities. County will furnish space and necessary electrical power and outlets for machines place by Board Machine.

The vending equipment will be owned throughout the contract period by Board Machine. There shall be no charge to the County for adding or removal of vending machines. Removal of equipment upon contract termination, including restoring the location to pre-installation condition, is the responsibility of Board Machine.

Board Machine will repair or replace at no charge to the County, any vending machine that it has placed at a site that is damaged due to vandalism, negligence, theft or destruction.

Board Machine will notify the proper County personnel (Maintenance Department 815-937-2989) of the need for equipment repairs or replacement. Board Machine will provide remedial, replacement or repair service for faulty equipment or defective product or out of date products within twenty-four (24) business hours after verbal communications from proper County personnel (Board Machine may contact Maintenance Department to verify there is an issue prior to service). Maintenance and repair services shall be between the hours of 8:30am and 4:30pm – Monday through Friday, unless the building is closed for a holiday or county closure. Attachment B is a list of the machine and their location and collection schedule.

- B. Refund:** Board Machine will provide an easy refund system. Board Machine will refund the County for cash refunds the County has paid due to empty, jammed or otherwise inoperable machine. County will only refund County staff. County will not provide refunds to the general public. Board Machine will make sure each machine is clearly marked with their name and local phone number for the general public to use when calling in a complaint or requesting a refund.
- C. Vending Items:** The machines will dispense a variety of single serving sized pre-packaged snacks. The Vendor shall inform the County of any products that were removed from machines as a result of a food or product recall by the manufacturer or the appropriate government agency such as the Food and Drug Administration.
- D. Personnel:** Board Machine will provide neatly service personnel who will observe all regulations in effect upon County premises. Service personal will wear Board Machine's uniforms, if applicable, and be able to wear and/or produce picture id and proof of employment by Board Machine.

3. **FINANCIAL ARRANGEMENTS:**

- A. Cost and Price:** A list of the snack vending machine prices is attached as Attachment C. If Board Machine raises prices, Board Machine will provide in writing to proper County personnel and post on vending machine 45 days prior to the price change.
- B. Commission:** Board Machine will pay the County a commission of fifteen percent (15%), less sales tax, on all gross sales. Board Machine will pay the County monthly

commissions within fifteen (15) days following the end of each reporting period. The reporting period ends on the 1st of the month. Checks are to be made out to "Kankakee County" and mailed to 189 E. Court Street, Suite 502, Kankakee, IL 60901. Failure to submitted monthly commission payments by the **15th** day of the month will result in a one percent (1%) penalty being charged to the vendor to be paid with monthly commission payment. Monthly commission check will be accompanied by a statement showing sales and commissions for each vending machine and location and gross sales information per machine per location. County will have the right to audit reports.

4. **TERMINATION OF AGREEMENT:**

- A. **Termination for default:** Either party may notice the other party in writing of a breach or default. If the defaulting party does not cure or otherwise cure the breach or default within 60 days after receipt of the written notice, the agreement may be terminated.
- B. **Termination for Convenience:** Either party may terminate this Agreement for convenience, at any time during this term or renewal or extension, upon ninety (90) days written notice sent by certified mail.
- C. **Consequences of Termination:** If this Agreement is terminated due to County's breach or default or if County terminates out of convenience, County will pay Board Machine for any products that are stocked in the vending machines prior to the date of termination in accordance with the terms and conditions of this agreement. This does not apply if the agreement is not renewed.
- D. **Removal of Equipment:** Upon the termination of the contract for any reason, Board Machine will remove all of his goods and equipment. In the event said goods and equipment are not removed within ten days of the expiration of the contract or its termination or any other reason, the Board Machine will be deemed to have abandoned them to the County.

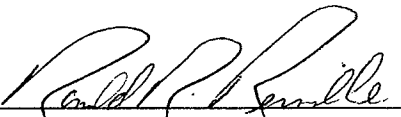
5. **LICENSES, PERMITS, TAX, INSURANCE & INDEMNIFICATION:**

- A. Board Machine shall secure and pay for all Federal, State and local licenses and permits and pay all sales income and excise tax required for the operation of the vending machines.
- B. Board Machine shall purchase and maintain proper insurance coverage including (but not limited to) Comprehensive General (Public) Liability, Worker's Compensation as required by law and coverage for Board Machine's equipment.
- C. Board Machine shall provide a copy of applicable licenses, permits and insurance to County.

- D. Board Machine agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Board Machine in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fee related thereto.
6. **GOVERNING LAW:** This Agreement shall be construed, enforced and considered made in accordance with the laws of the State of Illinois. Venue for any action filed involving the parties to this Agreement shall be the Circuit Court of the Twenty-first (21st) Judicial Circuit of Kankakee County, Illinois.
7. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement and understanding between the County and Board Machine and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Board Machine.
8. **SEVERABILITY:** If any provision hereof of the application thereof to any person or circumstance is held to be void, invalid or unenforceable the remainder of the Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
9. **ASSIGNMENT:** Neither party may assign the Agreement without written consent from the other party.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year above written.

For Board Machine, INC:

By: 
 Ronald R. Renville, President
 Board Machine, INC.

Date: 5/21/13

For Kankakee County:

By: 
 Michael Bossert, Chairman
 Kankakee County Board

Date: 5/21/13

ATTACHEMNT A

The following is a listing of the six (6) machines at various County buildings. These machine may be accessed pursuant to Section 2, paragraph A of the Agreement.

1. One (1) in the basement of the Administration Building, 189 E. Court Street, Kankae, IL 60901
2. One (1) in the basement of Annex Building, 470 E. Merchant, Kankakee, IL 60901
3. Three (3) in the Kankakee County Courthouse: One (1) in the basement, one (1) on the 2nd floor, and one (1) on the third floor of the Courthouse, 450 E. Court Street, Kankakee, IL 60901
4. One (1) in the break room of the Kankakee County State's Attorney's Office, 270 N. Schuyler Ave, Kankakee, IL 60901

ATTACHMENT B

Kankakee County Administration

189 E. Court Street
Kankakee, IL 60901

Collected every Wednesday

AP 7000 Snack Machine

Kankakee County Courthouse

450 E. Court Street
Kankakee, IL 60901

Collected every Monday

AP SnackShop 6628XL

AP 6000 Snack Machine

AP 6000 Snack Machine

Kankakee County Annex

470 E. Merchant Street
Kankakee, IL 60901

Collected every Wednesday

AP Glass Dual 6628XL Snack Machine

Kankakee County State's Attorney's Office

270 N. Schuyler Avenue
Kankakee, IL 60901

Collected every Friday

AP Glass front Duel 112-28 Snack Machine

ATTACHEMENT C

Product	Cost
Candy	\$0.90
King Size Candy	\$1.15
Small Chips	\$0.55
Large Chips	\$0.80
Cookies	\$0.60
Healthy Snacks	\$0.60 - \$0.85
Gum and Mints	\$0.50
Microwave Popcorn	\$0.75
Pastry	\$1.00