

**AGREEMENT #25300 Food and Vending Services Agreement
FOR FOOD and VENDING SERVICES
For LAKE COUNTY**

This Agreement for Professional Services ("**Agreement**") is between the County of Lake ("**County**") and Nutrire Vending LLC ("**Consultant**"), whose principal business address is 4415 Harrison Street, Unit 408 Hillside, IL 60162.

RECITALS

1. Lake County issued an RFP seeking qualified firm to perform the Food and Vending Services for Lake County ("**Services**").
2. Consultant responded timely with a proposal submitted on December 1, 2025 ("**Proposal**").
3. Based on Consultant's Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
4. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the Consultant's proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

1. This Agreement and its Exhibits A-C.
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Coffee and Vending Locations
 - c. Exhibit C: Single Use Plastics Policy and Compliance Plan
2. Consultant's proposal submitted on December 1, 2025.
3. The County's RFP (including any addenda to it).

SECTION 2. SCOPE OF WORK

The Consultant shall provide turnkey food service, coffee and vending services to support the food and beverage needs of County staff and visitors. Services shall include design, installation, operation, and ongoing cleaning and maintenance of the service solutions as specified in Exhibit A.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective January 5, 2026 and shall be in effect for a two-year period with the option to renew for three additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

Effective Date. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

SECTION 4. AGREEMENT PRICE AND COMMISSION

No fees shall be charged to the County for self-serve coffee, vending and micro-market services. Alternatively, Consultant shall remit commissions to the County based on net sales from self-serve coffee, vending and micro-market services in accordance with the table below.

COMMISSION TABLE

Year 1	Year 2	Years 3+
15%	17.5%	20%

Commissions shall be computed monthly based upon Net Sales on Lake County's premises. Net Vending Sales shall mean the reported units sold multiplied by the Initial Unit Selling Prices less applicable sales taxes and any spoils documented for the period.

For each month, Consultant shall generate a commission report and issue a check to Lake County by the 15th day of the month immediately following the month in which the commission is earned. All commission payments shall be accompanied with commission statements which indicate the location of the vending machines and their related unit sales, gross sales and commission.

Staffed Coffee Station Minimum Sales Guarantee

The staffed coffee station shall achieve minimum gross coffee sales of \$3,600 per month ("Minimum Sales"). If actual gross coffee sales for any month fall below the Minimum Sales, the County shall reimburse the Consultant for the difference between actual sales and the Minimum Sales, not to exceed \$2,500 in any single month. Any reimbursement shall be reconciled and paid in accordance with the invoicing and reconciliation procedures set forth in Section 5 below.

SECTION 5. INVOICES & PAYMENT

- A. Consultant shall submit invoices detailing the difference between the required minimum sales and the actual sales for the staffed coffee station at the end of each month.
- B. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a Consultant's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- C. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

SECTION 6. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach

agreement on a proposed Modification, Consultant shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

SECTION 8. INSURANCE

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Products-Completed Operations
- \$ 1,000,000 Personal and Advertising injury limit
- \$ 2,000,000 General aggregate

Excess/ Umbrella Liability

The Consultant's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Consultant's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Consultant arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Consultant's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

Liability Insurance Conditions

Consultant agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate.
- b) The Consultant's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Consultant agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by

endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Consultants who have multiple projects with the County.

- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Consultant.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall, if not satisfied through less formal means, first be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097. The Consultant agrees that it may seek additional remedies only after the process set forth in § 33.097 is complete.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Nutrire Vending, LLC

Robert Rigali
Chief Operating Officer
4415 Harrison Street, Unit 408
Hillside, IL 60162
rigali@nutrirevending.com

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, 9th Floor, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of

termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

- (i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.
- (ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.
- (iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

SECTION 17. APPLICABILITY OF "SUNSHINE" LAWS

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Signed:

COUNTY OF LAKE

By: _____
Its Purchasing Agent

Date: _____

NUTRIRE VENDING, LLC

By: _____
Its

Date: _____

DRAFT

Exhibit A

Scope of Work

MICRO-MARKET SERVICES

Consultant shall provide a comprehensive micro-market for the County's Administration Complex, containing convenient, high-quality food and beverage offerings.

- Provide a diverse selection of fresh, nutritious, and appealing food and beverage options.
- Offer at least 25% healthy choices that align with current dietary trends and accommodate dietary restrictions (e.g., vegetarian, vegan, gluten-free, low-sodium, low-sugar, etc.).
- Ensure consistent quality, freshness, and safe food handling and sanitation standards.
- Ensure the market is restocked, cleaned and quality checked daily prior to 9:00 am on weekdays.
- Provide adequate staffing with trained personnel who demonstrate professionalism and customer service.

COFFEE SERVICES:

1. Coffee Vending

- Provide coffee/hot beverage machines in designated County locations (list of locations included as Exhibit B).
- Machines must offer multiple coffee varieties
 - Include options for regular, decaf, and specialty drinks.
 - Provides necessary supplies (cups, lids, stirrers, creamers, sweeteners, flavors).
 - Are designed to serve high-traffic areas efficiently.
 - Presents a professional, clean, and aesthetically pleasing appearance.

2. Coffee Service

- Consultant will provide coffee services specifically for the lobby in the County's Administrative Complex located at 18 N. County St. in Waukegan.
- Consultant shall provide a staffed coffee station from the hours of 7:30 am -1:30 pm on weekdays and a self-serve specialty machine.
 - Includes hot and cold options for regular, decaf, and specialty drinks.
 - Offers some grab and go food options such as muffins, Danishes, fresh fruit, salads and premade sandwiches.
 - Provides adequate staffing with trained personnel who demonstrate professionalism and customer service.
 - Presents a professional, clean, and aesthetically pleasing appearance that complements the lobby environment.
 - Has the ability to accept both cash and card payments.

REQUIREMENTS FOR VENDING SERVICE

- Stock and maintain a diverse selection of food and beverages machines at all identified

Lake County locations (list of locations included as Exhibit B) and all necessary equipment, including:

- Snacks (including healthier options such as low-sugar, low-sodium, gluten free, vegan, etc.)
- Cold beverages (water, carbonated water, juices, milk, plant-based milk alternatives, energy drinks, iced tea, soft drinks, cold coffees, etc.)
- Snack food items offered should include, but not limited to, chips, popcorn, crackers, sweets, candy, gum, mints, trail mix, fruit leather, nuts and jerky and should include at a minimum 25% healthy snacks comprised of low sugar or low-fat alternatives.

SECURITY, TECHNOLOGY AND EQUIPMENT STANDARDS

- Equipment, shelving, coolers, and freezers must be fully enclosed and designed to remain locked at all times and only open when a valid payment method is presented.
- Provide and maintain secure payment processing systems.
- Provide all necessary computer hardware and software required for services proposed. The County's Public Wi-Fi may be used, but access to the County's private network will not be authorized.
- Equipment will maintain proper refrigeration and heating temperatures at all times.
- All equipment must comply with applicable health, safety, and accessibility codes. Equipment must be in compliance with the American with Disabilities Act (ADA).
- The machines will conform to all applicable local, state, and federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with current S.A.E. standards and recommended practices.
- All machines will be new or like new, clean, and in good working condition.
- All delivery and installation costs shall be the responsibility of the Consultant.
- The Consultant shall not add or place any vending machines without prior written approval from County Administrator or Purchasing. If the County authorizes additional machines, the County shall have the authority to select which type of vending machine (beverage, snack/food, etc.) to add to the site.
- Should the placement of any vending machine require any modification of a County facility (e.g., the installation of appropriate electrical outlet) then such modification(s) will require prior approval by the County and may be made by the County.

SANITATION AND CLEANLINESS REQUIREMENTS

Consultant shall maintain high standards of sanitation in compliance with all applicable local and state health regulations as well as the County's requirements below:

- Sanitation of all high-touch surfaces (payment stations, handles, doors, etc.) and cleanup of any spills, leaks, or product waste.
 - Daily for food and coffee service at the Administration Complex.
 - Weekly for all other services and locations.
- Deep cleaning of shelving, display areas, and interior/exterior surfaces and floors

underneath of equipment, shelving, storage and fixtures.

- Weekly for food and coffee service at the Administration Complex.
 - Monthly for all other services and locations.
- Monthly sanitization of refrigeration coils, drip trays, and other components requiring preventive maintenance.
- Use of food-safe, non-toxic cleaning agents.
- Consultant shall keep sanitation logs documenting cleaning and servicing schedules and provide to the County for review upon request.

PAYMENT OPTIONS AND PRICING

- All machines/services will have the ability to accept multiple payment options including:
 - Credit/debit card.
 - Cash (bills and coins), with the exception of the smart coolers.
 - Online account and/or mobile app with electronic payment options.
- The Consultant shall provide a method for providing refunds for machine malfunctions or product issues.
 - The Consultant will provide operating instructions and information to users on where refund requests may be made on each machine.
 - The Consultant will be responsible for reimbursing consumers for money lost through equipment malfunction and stale or spoiled products within 5 business day from the date it was reported.
- Pricing of items will be consistent among all County locations covered under the contract and may not increase without prior written approval.

ROUTING SCHEDULE

The Consultant will be responsible for providing an adequate routing schedule to ensure that merchandise is adequately stocked, fresh, free from defect/spoilage, is not expired and equipment is properly functioning.

- Routing schedule will be on a regularly scheduled basis and mutually agreed to by the Consultant and the County. The locations and service frequency for coffee and vending are included in Exhibit B.
- Consultant will monitor inventory levels and restock products on a regular schedule to avoid outages.
- The Consultant will be responsible for monitoring and documenting unwanted/unsold items and adjusting stock accordingly in order to reduce waste and respond to customer preferences.

SERVICE AND MAINTENANCE

- Consultant will provide a designated local technical support contact name and number for repair service requests. This person will be able to provide onsite support within 24 hours from notification. There are several locations that are 24-hour operations 7 days a week including all holidays.
- Equipment must be repaired or replaced within 24 business hours of notification of malfunction.

- All machines and/or machine locations will display appropriate phone number(s) for immediate reporting of malfunctioning equipment.
- The County has the right to request the removal and/or exchange of any machine it deems, in its sole discretion, not up to its standards of serviceability or appearance.

PRODUCT QUALITY

- All snacks and beverages must be manufactured, processed, and prepared in establishments that comply with all local, state, and federal laws and regulations.
- They must be wholesome and free from spoilage, contamination, and adulteration.
- All foods and beverages must be labeled in compliance with all local, state, and federal laws and regulations.
- All products that are past their labeled “best by” or “sell by” dates must be removed from and replaced with fresh product.
- Consultant shall notify the County within 24 hours of receiving a food recall notice issued by the manufacturer, distributor or any governmental agency of any product provided in the County’s machine and the Consultant must remove any such products from machines within 48 hours of the recall notice.

COUNTY RESPONSIBILITIES

Provide all utilities and services including, but not limited to, heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, janitorial and office space.

Exhibit B
Coffee and Vending Locations

COFFEE SERVICE LOCATIONS			
Location Number	Location	Type	Frequency of Service *
1.	Jury Assembly 301 Washington Street, Waukegan, IL 60085	Hot Beverage Machine	Once a Week
2.	Main Courthouse Lobby 18 N. County Street, Waukegan, IL 60085	Staffed Coffee Service Hot Beverage Machine	Daily
3.	Community Based Corrections Center (CBCC) Babcox Lower Level 15 S. Martin Luther King Jr Ave, Waukegan, IL 60085	Hot Beverage Machine	Once a Week

MICROMARKET LOCATION			
Location Number	Location	Type	Frequency of Service *
1.	Main Courthouse Lobby 18 N. County Street, Waukegan, IL 60085	Smart Cooler Smart Freezer Snack Machine Cold Beverage	Daily

VENDING MACHINES AND LOCATIONS			
Location Number	Location	Type	Frequency of Service *
1.	Community Based Corrections Center (CBCC) Babcox Lower Level 15 S. Martin Luther King Jr Ave, Waukegan, IL 60085	Cold Bottled Beverage Smart Cooler Snacks	Once a Week
2.	Circuit Court Breakroom 18 N. County Street, Waukegan, IL 60085	Cold Beverage	Once a Week
3.	Div. Of Transportation (DOT) 600 W. Winchester Road, Libertyville, IL 60048	Cold Beverage Snacks	Once a Week
4.	Jury Assembly 301 Washington Street, Waukegan, IL 60085	Cold Beverage Snacks	Once a Week
5.	Juvenile Center 24647 N Milwaukee Avenue, Vernon Hills, IL 60061	Cold Beverage Snacks Water Cooler	Once a Week
6.	Permit Center 500 W. Winchester Road, Libertyville, IL 60048	Cold Beverage Snacks	Once a Week
7.	Probation Lounge 215 West Water Street, Waukegan, IL 60085	Cold Beverage Snacks	Once a Week
8.	Public Works 15170 Pekara Dr. Deerfield, IL 60015	Combination Snack and Cold Beverage	Once a Week
9.	Public Works (Maintenance) 648 Winchester Road, Libertyville, IL 60048	Cold Beverage Snacks	Once a Week
10.	Sheriff Highway Patrol 1301 N. Milwaukee Ave. Libertyville, IL 60045	Cold Beverage Snacks	Once a Week

11.	Grand Health Center & Admin Building 3010 Grand Avenue, Waukegan, IL 60085	Cold Beverage Snacks	Once a Week
12.	CCP & ATP 3002 Grand Avenue, Waukegan, IL 60085	Cold Beverage Snacks	Once a Week
13.	Woman's Residential Services 24647 North Milwaukee Ave, Vernon Hills, IL 60061	Cold Beverage	Once a Week
14.	BMB Campus 2410 Belvidere Road, Waukegan, IL 60085	Cold Beverage Snacks	Once a Week
15.	Midlakes Clinic 224 W. Clarendon Drive Round Lake Beach, IL 60073	Combination Snack and Cold Beverage	Once a Week
16.	Substance Abuse Program 3004 Grand Avenue, Waukegan, IL 60085	Combination Snack and Cold Beverage	Once a Week
17.	167Regional Operations and Communications Facility (ROC) 656 W Winchester Rd, Libertyville, IL 60048	Smart Cooler x2	Once a Week
18.	Public Works 25326 W. Main Street, Ingleside Illinois 60041	Combination Snack and Cold Beverage	Once a Week
19.	Public Works -Admin building 650 Winchester Road, Libertyville, IL 60048	Combination Snack and Cold Beverage	Once a Week
20.	Public Works- Mill Creek 16750 Anaconda Ave. Old Mill Creek, IL	Combination Snack and Cold Beverage	Once a Week

* It is the expectation that the Consultant will electronically monitor all services and will restock and service machines at the minimum frequency listed and more frequently as needed.

Exhibit C

Single Use Plastics Policy and Compliance Plan

In December 2021, the Lake County Board approved a policy that prohibits single-use plastics within many County operations, furthering efforts to promote sustainability and support the environment. Effective January 1, 2023, single-use plastics associated with service ware, eating, and drinking, such as cutlery, coated paper plates, beverage bottles, to-go containers, lids, straws, stir sticks, six-pack rings, shopping or storage bags, and plastic wrap ceased to be purchased sold or distributed within Lake County government operations and many County government sites. <https://www.lakecountyil.gov/4992/Single-Use-Plastics>

The only approved exception to this policy applies to beverage products located within the Sheriff's Office facilities. In consideration of health and safety risks associated with aluminum cans in secure or detention environments, beverages sold or dispensed in these designated areas must be provided in plastic bottles. Furthermore, for security and safety reasons, glass containers are prohibited at all County locations.

The County recognizes that some products offered through vending machines and micro markets may not currently have alternatives to single use packaging. However, it is the County's expectation that all beverages and, to the greatest extent reasonably possible, all food packaging shall comply with the County Board's policy prohibiting single-use plastics.

Machines must be Energy-Efficient or Energy-Star rated with proper environmental controls to assure products do not freeze or melt.