



# **Dallas County Community College District**

## **AGREEMENT**

For

### **VENDING SERVICES SNACKS, PACKAGED FOODS, AND DESIGNATED BEVERAGES**

REFERENCE NO. CNR-01407

By and Between

Dallas County Community College District

And

Compass Group USA, Inc., dba Canteen Vending Services Division

## **AGREEMENT**

This agreement ("Agreement") is entered into by and between the Dallas County Community College District ("District") and Compass Group USA, Inc., dba Canteen Vending Services Division ("Contractor") and establishes the terms, conditions and consideration under which Contractor will provide the services ("Services") as specified herein.

In general terms, the Services to be provided under this Agreement are comprised of providing beverage, snack and candy vending machines, prepared food/packaged food vending machines and coffee, tea and hot chocolate vending machines as provided herein. Additional Services including but not limited to convenience stores, fresh market and coffee shops by mutual agreement.

The District authorizes the Contractor to provide the Service and related equipment on an exclusive basis with the following exceptions:

- (a) The District reserves the right to permit the sale of beverages and snack foods by its bookstore contractor, food service contractor and other designated locations provided such beverage and food sales
  1. are not dispensed in vending machines; and
  2. are incidental to the products being sold by the other contractor.
- (b) The above conditions do not prohibit the sale of the same brand of product as provided by the bookstore or food service contractor when the Contractor has a separate contract with the company(s) providing sales of snack food, bookstore services, or food services. Such sales may not be made by use of a vending machine.

The contract documents ("Contract Documents"), and the provisions thereof, listed on Exhibit 1 to this Agreement are hereby made a part of this Agreement as if attached hereto.

Contractor shall furnish, at Contractor's own cost, all labor, superintendence, equipment, materials, supplies, insurance, and other accessories and services necessary to complete the Service; provide all necessary installation means, methods, techniques, sequences, and procedures; and coordinate all portions of said Service, so as to complete the Service in strict accordance with the Agreement.

Payments made to Contractor shall not relieve Contractor of responsibility for faulty services, products, materials or workmanship, the obligation to remedy defects, the breach of any term hereof, or terms of any special warranties required by the Agreement.

Service is to be provided at designated colleges and other locations within the Dallas County Community College District.

The term of this Agreement unless sooner terminated as provided herein, shall be for a term of five (5) years to begin on or about December 1, 2017 and end on November 30, 2022, with the option to renew for two (2) consecutive two (2) year terms upon mutual agreement.

The District and Contractor acknowledge and agree, with regards to the matters covered hereunder, this Agreement is the complete Agreement and supersedes and replaces all prior agreements and understandings.

If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement, unless the invalidity of any such provision deprives any party of the economic benefit intended to be conferred by this Agreement.

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision, and any failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment to enforce strict performance of such provision on any future occasion.

While there is no requirement for participation by Minority or Woman Owned Business as Subcontractors, throughout the term of this Agreement, on a monthly basis, and in a format provided by the District, Contractor shall report to District's designated representative, the type and dollar amount of participation by certified Minority and Woman Owned Businesses, if any.

As applicable, in accordance with the Laws of the State of Texas, the obligation of the District created by this Agreement is a commitment by the District of funds in its current budget. The District will exercise its best efforts to obtain and appropriate funds for subsequent budget periods, if any. Accordingly, the District reserves the right to terminate this Agreement at the end of any applicable budget period.

Except as otherwise specifically provided in this Agreement, all remedies set forth in this Agreement shall be in addition to all other remedies available under this Agreement or at law or in equity.

Contractor and the District agree that this Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and shall be deemed to be signed by an authorized representative of Contractor and of the District.

This Agreement shall be construed in accordance with the laws of the State of Texas, and exclusive venue shall lie in Dallas County, Texas.

This Agreement is effective on or about December 1, 2017 and is made and entered into by and between:

Dallas County Community College District

By: 

Printed Name: Steven M. Park

Title: District Director of Purchasing Services

Address: 4343 Interstate Highway 30

City: Mesquite

State: TX Zip: 75150

Compass Group Inc., dba Canteen  
Vending Services Division

By: 

Printed Name: Marc Boman

Title: President Central Division

Address: 4301 Beltwood Parkway North

City: Dallas

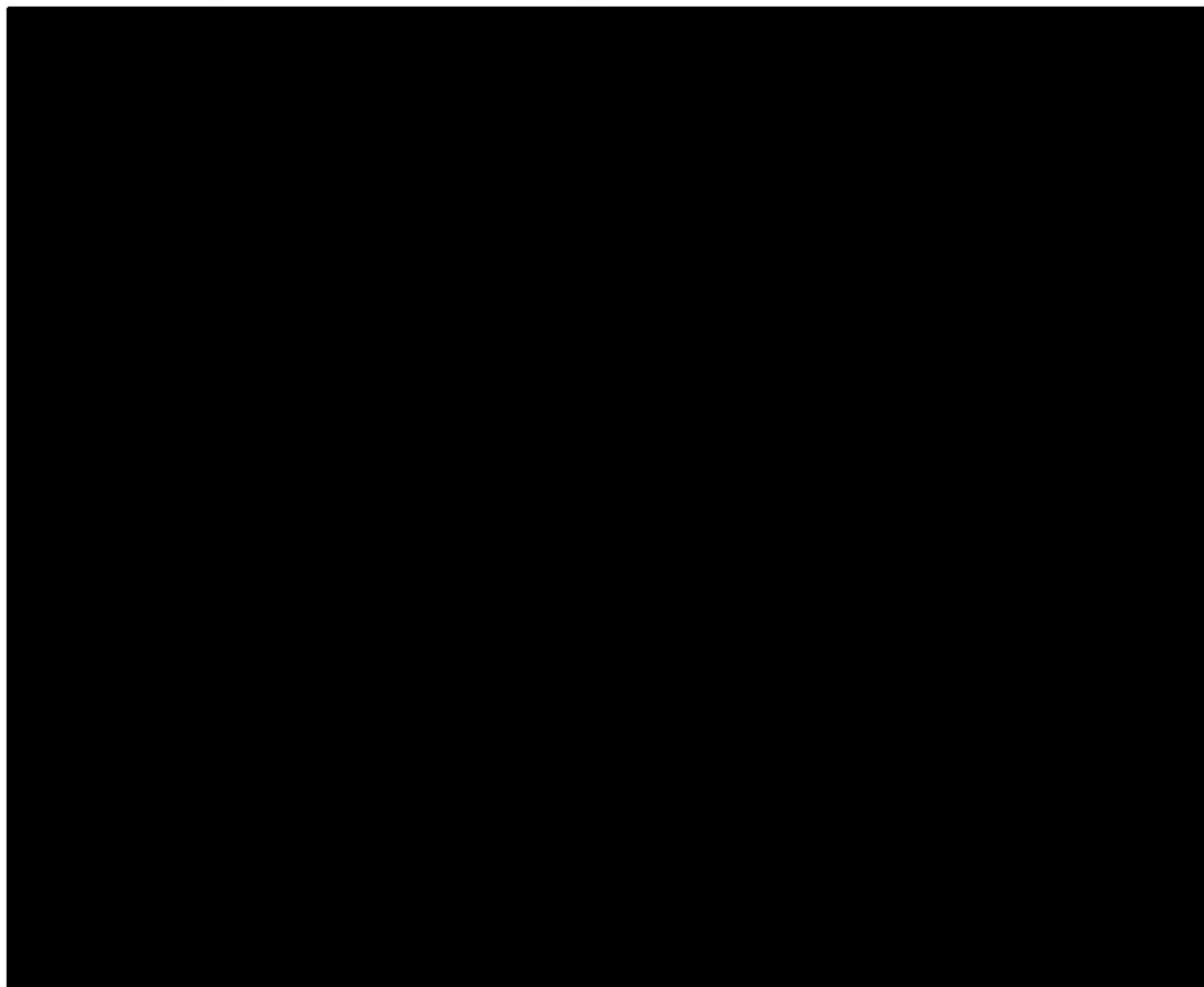
State: TX Zip: 75244

## **EXHIBIT 1**

**The documents listed below and attached hereto are hereby made a part of this Agreement.**

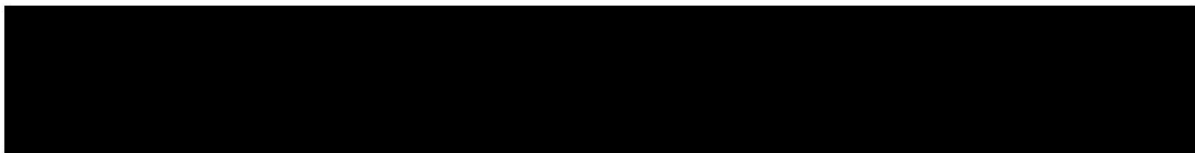
Attachment 1 Financial Consideration and Pricing  
Attachment 2 Specifications  
Attachment 3 Data Security  
Attachment 4 Designated Representatives  
Attachment 5 General Terms, Conditions and Requirements  
Attachment 6 E&I Contract Summary CNR01407

**Attachment 1**



### Pricing

Product	Vend Price	
<b>Beverages:</b>		
12oz Cans	\$1.00	
20oz Bottles	\$1.60	
Juice 11.5 oz.	\$2.00	
Energy Drink 16 oz.	\$2.75	
RTD Coffee	\$2.00 - \$3.00	
<b>Snacks/Food/Coffee:</b>		
Candy Standard Size	\$1.35	
Candy Large	\$1.60	
Crackers	\$1.10	
Chips LSS	\$1.35	
Gum/Mints	\$1.85	
Fresh Pastry	\$1.60	
Coffee and Hot Chocolate	\$0.75 - \$1.00	
Fresh Products	\$2.00 - \$3.00	
Milk	\$1.75	
Isotonic Sport Drinks	\$1.85	



## **Attachment 2**

### **SPECIFICATIONS**

The following specifications are intended to establish a generic description of the Service to be provided by the Contractor. These specifications are not intended to describe all detailed requirements, products, features, functions or methods of operations of the proposed Services.

#### **Vending Machines. Equipment and Products to be provided**

1. Vending machines, equipment and products to be provided include but are not limited to:
  - a) Vending machines that dispense snacks, chips, candy, cookies, cakes and other products as mutually agreed.
  - b) Vending machines that will dispense packaged food and beverages such as sandwiches, salads, breakfast food, milk and juices.
  - c) Vending machines that will dispense cold bottle and can Coca-Cola, Dr. Pepper and Pepsi beverage products at all locations with a majority of vending machines being Coca-Cola.
  - d) Vending machines that will dispense, as mutually agreed, coffee, tea, hot chocolate and/or other hot beverages.
  - e) Contractor will provide healthy snack, food and beverage options in every vending machine. Contractor will identify healthy options.
  - f) Where food vending machines are installed, a microwave oven and suitable cabinet will be provided. Additionally, Contractor shall provide condiments such as salt, pepper, mustard and like products applicable to complement the dispensed food products. Contractor shall maintain an adequate supply of condiments and may keep extra condiments in the cabinet.
  - g) The mix of products offered in the vending machines will be determined by mutual agreement between Contractor and the District.



### **Vending Machine Specifications**

1. Vending machines will be labeled with an outlet or identification number, procedure for obtaining a refund (cash or debit/credit) and any special instructions for customers.
2. Vending machines must be equipped with bill, coin and debit/credit card acceptors and be able to provide change for \$1.00 and \$5.00 bills. An adequate escrow of change must be maintained in the vending machines at all times.
3. Contractor will be responsible for all fees associated with the processing of credit/debit cards and must ensure PCI compliance.
4. Vending machines must be equipped with internal counters to validate unit sales. Meter readings will be provided upon the reasonable request by the District Auxiliary Business Services Manager or College/Site contact.
5. Vending machines must be in excellent working condition and must be aesthetically pleasing. The District will be the sole judge of the suitability of vending machines.
6. Vending machines will be replaced or removed upon request by the District. The District will not make requests of an unreasonable nature.
7. All vending machines and services must comply with all applicable Federal, State and Local laws, ordinances and regulations including but not limited to being ADA and EPA.
8. Vending machines will have an ENERGY STAR rating.
9. Contractor will provide recycle bins upon request at no additional cost.

### **Vending Machine Decor**

Contractor will provide custom vending machine wraps and décor for the vending machines. Contractor will provide \$1,500 per college in vending machine decor during the term of the agreement. All décor orders must be approved by the District's Auxiliary Business Services Manager.



### **Installation and Placement of Vending Machines**

1. The Contractor will be required to furnish all equipment necessary and install the vending machines at locations designated by the District at no expense to the District. The locations of vending machines will be as specified by the campus representative. Any dispute as to the placement of a vending machine will be resolved by the District's Auxiliary Business Services Manager. The Contractor will be responsible for all damages to District property caused by the equipment or vending personnel. The Contractor will be responsible for any costs relating to placement or removal of vending machines.
2. The Contractor will be responsible for security of vending machines. The District assumes no responsibility for security of vending machines. The Contractor assumes all responsibility for vandalism or theft. Vending machine keys will remain in the possession of the Contractor and the Contractor's representative(s). In no event is Contractor to provide keys or access to the District or District employees. The District or its employees will not have access to the Contractor's product inventories.
3. Vending machines may be removed or relocated by mutual agreement between Contractor and the District. Appropriate justification must be provided by Contractor for the removal of equipment. Equipment may not be removed without written approval of the Auxiliary Business Services Manager.

### **Servicing of Vending Machines**

1. Contractor shall not store any products at any District Site.
2. The Contractor will be responsible for all customer refunds and for setting up a refund bank at each District site.
3. Contractor will provide all service for vending machines, including, but not limited to, filling, repairing, cleaning, and removal of monies and counting and reconciliation of monies.
4. Contractor will ensure vending machines are well stocked and products are rotated or removed so as to ensure that no product remains in vending machines past its expiration date.
5. Contractor will provide and maintain a service schedule to keep vending machines properly supplied and in good working order. Contractor shall coordinate the service schedule with the District Auxiliary Business Services Manager or College/Site(s) contacts as shown in this Agreement.
6. Contractor shall have the right to enter District premises at all reasonable times when facilities are normally open for the purpose of servicing and inspecting vending machines and for removal of vending machines upon the termination of this agreement.
7. Contractor shall provide picture identification at all times while on District premises and ensure all employees servicing the vending machines wear uniforms. Some District sites will require Contractor representative to sign vendor log or sign in sheet.

8. The Contractor will at his expense be required to furnish all labor, parts, etc. to maintain vending machines in good operating condition.
9. The Contractor will maintain a program of regular preventive maintenance and replacement of worn, damaged or malfunctioning vending machines. Should a problem occur, the Contractor will make a reasonable attempt to repair the vending machine within a reasonable time after notification by the District or campus representative. Contractor will replace vending machines that cannot be repaired within a reasonable time.
10. Contractor shall keep vending machines clean, neat in appearance and in good working order at all times.

### **Reporting**

1. Contractor will provide the following reports or access to the following reports:
  - a) Monthly sales and commission report by product, campus and vending machine in MS Excel;
  - b) Out of stock reports by product, campus and vending machine;
  - c) Repair and service reports by campus and vending machine;
  - d) Other reports by mutual agreement between Contractor and the District
2. Format of reports will be as mutually agreed between Contractor and the District.
3. Contractor will provide access and training to any online reporting system at no additional cost to the District.

### **Attachment 3**

#### **REQUIREMENT FOR PCI DATA SECURITY STANDARD**

Whereas Contractor and its Subcontractors are involved in the processing of merchant card transactions, specifically point-of-service devices, personal computers or servers, and transmission of cardholder data over open, public networks; and

Whereas Contractor and its Subcontractors are required to maintain a program to monitor Payment Card Industry Data Security Standards (PCI DSS) compliance status and complete quarterly and annual external and internal tests.

Contractor and its Subcontractors agree to the following:

1. Contractor and its Subcontractors are responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
2. Contractor and its Subcontractors affirms that, as of the effective date of this Agreement, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
3. Contractor and its Subcontractors will supply the current status of PCI DSS compliance status, and evidence of its most recent attestation of compliance upon execution of this Agreement. Vendor and its subcontractor shall supply to the District a new status report and evidence of attestation of compliance on or before revalidations or expiration date.
4. Contractor and its Subcontractors will immediately notify the District if it learns that it is no longer PCI DSS compliant and will immediately provide the District the steps being taken to remediate the non-compliance status. In no event should Contractor's and its Subcontractor's notification to the District be later than seven (7) calendar days after Contractor and its Subcontractor learns it is no longer PCI DSS compliant.
5. Contractor and its Subcontractors will immediately notify the District if it learns there has been a breach in security. In no event should Contractor's and its Subcontractor's notification to the District be later than three (3) calendar days after Vendor learns it is has experienced a breach in security.

## Attachment 4

### DESIGNATED REPRESENTATIVES

**Contact Management:**

Robert Gonzalez  
Auxiliary Business Services Manager  
Dallas County Community College District  
District Service Center  
4343 IH-30, West Building  
Mesquite, TX 75150  
Phone: 972-860-4052  
Email: [RGonzalez@dcccd.edu](mailto:RGonzalez@dcccd.edu)

**Contract Changes and Legal Notices**

Claudia Reyna  
Purchasing Department  
Dallas County Community College District  
District Service Center  
4343 IH-30, West Building  
Mesquite, Texas 75150  
Phone: 972-860-7778  
Email: [CReyna@dcccd.edu](mailto:CReyna@dcccd.edu)

**Contractor:**

Marc Boman  
President -Central Division  
4301 Beltwood Parkway North  
Dallas, TX 75244  
Phone: 972-392-1665  
Email: [Marc.bowen@compass-usa.com](mailto:Marc.bowen@compass-usa.com)

**The following persons are hereby designated as the College/Site contacts:**

Huan Luong  
Phone: 972-860-8007  
Cedar Valley College  
[hluong@dccd.edu](mailto:hluong@dccd.edu)

Lenora Reece  
Phone: 214-860-2014  
El Centro College  
[lenora.reece@dcccd.edu](mailto:lenora.reece@dcccd.edu)

Sharon Davis  
Phone: 214-860-8705  
Mountain View College  
[sdavis1@dcccd.edu](mailto:sdavis1@dcccd.edu)

Roy Bond  
Phone: 214-860-5901  
Bill J. Priest Institute for Economic Dev.  
[roybond@dcccd.edu](mailto:roybond@dcccd.edu)

Eddie Tealer  
Phone: 972-273-3390  
North Lake College  
[etealer@dcccd.edu](mailto:etealer@dcccd.edu)

Denise Zackery  
Phone: 972-669-6571  
R. Jan LeCroy Center  
[dzackery@dcccd.edu](mailto:dzackery@dcccd.edu)

George Herring  
Phone 972-860-4634  
Brookhaven College  
[gherring@dcccd.edu](mailto:gherring@dcccd.edu)

Robert Gonzalez  
Phone: 972-860-4052  
District Office & District Service Center  
[rgonzalez@dcccd.edu](mailto:rgonzalez@dcccd.edu)

Ron Clark  
Phone: 972-238-6048  
Richland College  
[rclark@dcccd.edu](mailto:rclark@dcccd.edu)

Adrian Douglas  
Phone: 972-860-7603  
Eastfield College  
[adriand@dcccd.edu](mailto:adriand@dcccd.edu)



## Attachment 5

### GENERAL TERMS, CONDITIONS AND REQUIREMENTS

#### 1.0 TERM OF AGREEMENT

- 1.1 This Agreement shall apply and remain in effect for the term indicated in the Agreement, unless sooner terminated as provided herein.

#### 2.0 GENERAL

- 2.1 Each party represents, warrants, and covenants the following:

- (a) Its execution, delivery, and performance of this Agreement do not violate the terms of any law, regulation, court order or material agreement to which such party is subject;
- (b) Each party shall comply with applicable laws, statutes, regulations and ordinances; and
- (c) This Agreement is a valid and binding obligation of the representing party, enforceable against such party in accordance with its terms.

- 2.2 Company represents, warrants, and covenants to the District, the following:

- (a) All Services provided will comply with the provisions of this Agreement will be of professional quality in accordance with the standards set forth in this Agreement or, in the absence thereof, as a minimum in accordance with industry standards and practices;
- (b) Company and its employees and any authorized Subcontractor shall be qualified with suitable training, experience and skill, and shall have all rights, certifications, permits and licenses necessary to fulfill their obligations under this Agreement;
- (c) Company shall, as provided herein, use all reasonable efforts to avoid the disruption of normal operations of the District;
- (d) Company shall not infringe, misappropriate, or violate any third-party rights, including, without limitation, property or agreement rights, nondisclosure obligations, trademark rights, copyrights, patent rights or other proprietary rights;
- (e) Company shall maintain appropriate backup, contingency and remedial plans necessary to ensure Company's continued performance under the Agreement;
- (f) Company, upon the written request of the District, shall deliver to the District its most current financial statements or annual report as prepared by or for Company, or its parent company, in the ordinary course of its business;
- (g) Company shall at all times maintain financial and other resources sufficient to permit Company to perform its obligations hereunder and pay its debts generally as they become due and to provide the Services specified herein. When reasonably requested by the District, Company shall provide evidence of compliance with such requirement;

- (h) If, for any reason, including adverse financial conditions, Company suspects or discovers that Company shall not be able to perform its obligations hereunder, Company shall immediately notify the District in writing. This notification must include a detailed description of the problem, the causes of the problem and a plan to resolve the problem. All such plans are subject to the District's prior written approval and submission of such a plan shall not relieve Company of its obligations under this Agreement and shall not preclude any remedies available to the District hereunder;

- 2.3 Where this Agreement specifies a time for the performance of Company's obligations, time is of the essence in such performance.

- 2.4 In the performance of its obligations under this Agreement, both parties shall act fairly and in good faith. Where notice, approval, or similar action by either party hereto is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

- 2.5 A business day ("Business Day") means any day, Monday through Friday excluding District holidays of any given week or portion thereof. A calendar day ("Calendar Day") means every day of any given month or portion thereof. Regular business hours ("Business Hours") means the time during which Districts facilities are open for business during Standard or Daylight Savings Time on any Business Day at the Service Site.

- 2.6 In entering into this Agreement, the District is relying in good faith on representations and statements of fact made by Company. During the term of this Agreement, should any such representation or statement of fact be discovered to be untrue, the District may exercise the remedies as provided herein.

- 2.7 Any written document submitted to the District by Company in connection with this Agreement, shall reference, as applicable, the purchase order number and/or Agreement reference number.

#### 3.0 RELATIONSHIP / PERSONNEL

- 3.1 This Agreement shall not be construed as creating an employee/employer, agency, partnership, or joint venture relationship between Company (or any of its agents or employees) and the District.

- 3.2 Neither party shall have the authority to make any agreements on behalf of the other party.

- 3.3 Each party shall have the obligation to supervise, manage, agreement, direct, procure, perform or cause to be performed all work to be performed by such party under this Agreement. Each party shall pay all wages, salaries, insurance, employee benefit programs, and taxes applicable to their employees and its performance under this Agreement.

- 3.4 Neither party shall be liable for the negligent acts or omissions of the other party's employees and agents in performing their respective obligations under this Agreement, or otherwise.

3.5 Company shall throughout the term of this Agreement provide skilled personnel, adequate in number, to perform the specified Services in an efficient and effective manner.

3.6 In providing Services, Company's and its Subcontractor's employees shall be respectful and courteous to all persons with whom they come in contact as may arise under this Agreement and shall observe reasonable standards of appearance and hygiene.

3.7 Company agrees to immediately replace any of Company's employee(s) or agent(s), including but not limited to permitted Subcontractor or their employee(s) or agent(s), performing services or providing products under this Agreement when such employee(s) or agent(s) are reasonably found unsatisfactory by the District.

3.8 Company shall exercise reasonable and prudent care in engaging its employees or Subcontractor to assure they have suitable character, honesty and disposition to work in an educational environment. Company's employees and those of any Subcontractor shall be expected to exhibit professional conduct at all times.

#### 4.0 SUBCONTRACTOR

4.1 In performing its obligations under this Agreement, Company may engage Subcontractor and other third parties ("Subcontractor(s)") only in accordance with, and as specifically permitted by, this Agreement. Company shall notify the District in writing of its intent to engage a Subcontractor. The engagement of a Subcontractor by Company shall be subject to District's prior written consent, which shall not be unreasonably withheld and shall not relieve Company of any of its obligations under this Agreement. Company shall be liable for all negligent acts and omissions of Subcontractor and their employees, agents, officers, directors, representatives and affiliates. Company agrees to immediately replace any Subcontractor performing services under this Agreement when such Subcontractor or its employee(s) or agent(s) are reasonably found unsatisfactory by the District.

4.2 Company shall require that all Subcontractors, as a condition to their engagement, agree to be bound by provisions comparable to those included in this Agreement, specifically those relating to the indemnification of District's security, insurance requirements, and qualifications of employees, compliance with laws and regulations, and compliance with policies and procedures of the District.

4.3 At the request of the District, Company shall provide District with a copy of any agreements by or with Subcontractor providing Services under this Agreement.

#### 5.0 COST OF SERVICES

5.1 The cost of Services shall be as provided hereto and shall be firm throughout the term of this Agreement.

5.2 The cost of Services includes all materials, supplies, labor, insurance, and transportation required to provide the Services.

5.3 Company acknowledges that cost of the Services is sufficient to cover all foreseeable risks, hazards, and other difficulties inherent to the Services provided hereunder.

#### 6.0 INVOICING/PAYMENT/TAXES/COMMISSIONS

6.1 As applicable, Company shall on a monthly basis submit an invoice to the District. The invoice shall show the applicable charges for the Services. Payment of such invoice shall be paid within thirty (30) Calendar Days from receipt of the invoice by the District.

6.2 In the event an invoice for Services is not paid within thirty (30) calendar days from the date of receipt of an undisputed invoice, the invoice is subject to a late payment charge of one percent (1%).

6.3 As a political subdivision of the State of Texas, the District hereby certifies it is exempt from the payment of property, sales, use, franchise, excise or other taxes for property or services purchased for its use. Company shall be responsible for payment of all property taxes and the District shall not be charged for such taxes.

#### 7.0 SECURITY

7.1 Contractor understands that the District and its Colleges operate under various laws and federal regulatory agencies that are unique to the education industry. As such, persons engaged by Contractor to provide products and/or Services under this Agreement are held to a higher standard of conduct and scrutiny than in other industries or business enterprises and maybe required to complete training related to the various laws and federal compliance requirements. Contractor understands and acknowledges that its employee(s) ("Employee(s)") shall adhere to Contractor's Standards of Business Ethics and Conduct where products and/or Services are provided under this Agreement. Contractor shall, to the extent permitted by law, exercise reasonable and prudent efforts to comply with the security provisions of this Agreement.

7.2 Company shall not knowingly permit an Employee(s) to have access to the premises, records or data, or to engage in the conduct of the affairs of the District when such Employee(s) has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with a felony criminal offense; or uses illegal drugs.

7.3 Upon written request from the District, Company shall provide evidence of Company's actions to comply with the above provisions for its Employee(s).

7.4 Company shall require its Subcontractor that performs work under this Agreement, as a condition to their engagement by Company, to agree to be bound to the extent permitted by law by provisions substantially identical to the security provisions and obligations set forth in this Agreement.

#### 8.0 NONDISCRIMINATION

8.1 District and Company are equal opportunity employers and do not discriminate in employment, or in the case of Company in the awarding of sub agreements, because of a person's race, sex, age, religion, color, national origin, veteran or handicap status. Company shall comply with all applicable federal, state and municipal laws and regulations regarding agreement and employment practices.

#### 9.0 TERMINATION

9.1 In the event of a dispute, prior to giving notice of termination as provided herein, both parties agree to exercise reasonable and prudent efforts to prevent or

cure any conditions that could give rise to termination of this Agreement.

9.2 Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement without giving the party an opportunity to cure, if the party:

- (a) Becomes insolvent, or generally unable to pay its debts as they become due, or shall become the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or shall make a general assignment for the benefit of its creditors;
- (b) Commits a fraudulent or criminal act against the other party, or in the case of Company, or any of its Employees, agents, or Subcontractor, against the District; or
- (c) Shall have failed to fulfill their obligations hereunder, or has made a material representation herein which, when made, shall have been untrue.

9.3 Termination of this Agreement shall not negate any other remedies available in law or equity to either party.

9.4 All provisions of this Agreement and related obligations concerning indemnification, security, examination/audit, refunds, representations and warranties shall survive the termination of this Agreement.

9.5 Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

## 10.0 DAMAGES

10.1 IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER OR OWNER LIABLE TO AGREEMENTOR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OR LOST PROFITS. However, the limitations on indirect, incidental or consequential damages set forth in this Section shall not apply to, or in any way limit, Company's indemnity obligations under this Agreement.

10.2 If either party employs an attorney or commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other, reasonable costs incurred in connection with such enforcement, including, but not limited to, attorneys' fees and costs of investigation, litigation, mediation, or arbitration.

## 11.0 INDEMNIFICATION

11.1 Company shall indemnify, defend, and hold harmless the District and its trustees, officers, directors, employees, agents, successors and permitted assigns from and against any and all claims made, or asserted, or threatened, and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense, arising out of or related to the following:

- (a) Any negligent act or omission, or alleged act or omission,

by Company, its Employees and agents or any Subcontractor engaged by Company in the performance of Company's obligations under this Agreement or otherwise;

- (b) Any material breach in a representation, covenant, warranty or obligation of Company contained in this Agreement or otherwise;
- (c) Company's relationship with its Employees, agents or Subcontractor or its capacity as an employer.

## 12.0 RETENTION OF RECORDS/AUDIT

12.1 For a period of not less than four (4) years after the termination of this Agreement, Company shall maintain, in a single, reasonably accessible location approved by the District, all material data, files and records pertaining to its performance under this Agreement and to charges and costs paid or payable by the District under this Agreement, including, without limitation, all related agreements and insurance files.

12.2 During the term of this Agreement and during the four (4) year period following the termination of this Agreement, all of Company's data, files and records referenced in the above Section of this Agreement may be inspected, audited and copied by the District, its duly authorized agents, representatives or employees or by federal or state agencies having jurisdiction over the District, at such reasonable times as the District may determine.

## 13.0 INSURANCE

### 13.1 General Requirements

- a) Company shall provide all insurance specified herein and shall maintain such insurance throughout the term of this agreement.
- b) Subcontractors shall provide and maintain throughout the time Subcontractor is providing Service under this Agreement, the insurance as required in herein.
- c) The insurance must be obtained from a company or companies acceptable to the District and licensed to transact business in the State of Texas, and have a minimum financial security rating by A.M. Best of "A-" or better, or the equivalent from any other rating system.
- d) The insurance specified herein is the minimum requirement. In the event Company or any Subcontractor has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also insure to the benefit of the District.
- e) Coverage Requirement Levels for Company and Subcontractor(s)



**13.2 Coverage Requirements Levels for Contractor and Subcontractor(s)**

- a) Minimum insurance coverage to be provided by Contractor:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
<b>1. Worker's Compensation (part a)</b>	Statutory - \$1,000,000 each accident.
<b>2. Employers Liability</b>	\$1,000,000 each occurrence
<b>3. Commercial General Liability</b>	
a. Bodily Injury	\$1,000,000 each person; \$1,000,000 each occurrence
b. Property Damage	\$1,000,00 each occurrence; \$1,000,000 aggregate
<b>4. Comprehensive Vehicle Liability</b>	
a. Bodily Injury	\$1,000,000 each person; \$1,000,000 each occurrence
b. Property Damage	\$1,000,000 each occurrence
<b>5. Umbrella Liability</b>	\$5,000,000 each occurrence; \$5,000,000 aggregate

**14.0 ROUTINE COMMUNICATIONS**

- 14.1** All routine, operational communications, including reports, relating to the day-to-day operations, excluding routine telephone conversations, shall be in writing and delivered by email, facsimile or other acceptable means to the applicable addresses and Representative(s) as named from time to time during the term of this Agreement.

**15.0 NOTICE**

- 15.1** All notices concerning interpretation, change or breach of this Agreement required or provided for under this Agreement shall be given to the parties in writing as follows: (a) by registered or certified United States mail, return receipt requested and postage prepaid to the applicable addresses and persons listed herein, or to such other addresses and persons as the parties may substitute by written notice given in the manner prescribed in this Notices Section; (b) by hand delivery, including courier service delivery, to such addresses; or (c) by facsimile machine transmission against either of the parties hereto.

- 15.2** Such notices shall be deemed to have been duly given either three (3) Business Days after the date of mailing as described above, or one (1) day after being given to an express courier, or when facsimile transmission has been confirmed received.

**16.0 ASSIGNMENT**

- 16.1** Neither party may assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the other party, and any such attempted assignment shall be void.
- 16.2** Subject to the provisions on Assignment set forth herein, this Agreement shall be binding upon, and insure to the benefit of, the parties and their respective successors and assigns. Except as specifically set forth in this Agreement, the parties do not intend the benefits of this Agreement to insure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party.

**17.0 FORCE MAJEURE**

- 17.1** The performance of either party's obligations will be suspended to the extent and for the length of time that the party is prevented from performing by acts of nature, fires, governmental actions, changes in the Order(s) for Equipment or Installation requirements which directly contribute to a delay, or other events beyond its reasonable control.

**18.0 CHANGES TO THE AGREEMENT**

- 18.1** This Agreement may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or designees.

**19.0 MISCELLANEOUS**

- 19.1** All Section headings in this document are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

## Attachment 6



December 14, 2016, 7:51 am

### Contract Summary

**Compass - Vending Services (Canteen)**

Contract Term: 2016-11-01 to 2026-10-31

Remaining Renewals: 0 - 0 year renewals

**E&I Contract #:** CNR01407  
**Contract Name:** Compass - Vending Services (Canteen)  
**Contract Status:** Active  
**Contract Type:** Adopted  
**Award Type:** Single  
**RFP #:** 683359  
**Contract Coverage:** National  
**Eligible Members:** Higher Education

**Contract Overview:** Canteen is a national vending machine operating company offering food vending operations, coffee service and dining services through a company and franchise network of over 200 locations in 48 states.

**Contract Highlights:** Canteen continues this great tradition of vending services today by listening to their customers and continually refining the vending experience with new quality initiatives that provide the highest levels of customer satisfaction:

- \* Dynamic Merchandising
- \* Canteen Refreshment Services
- \* Avenue C Micromarkets
- \* Choice Plus

### Supplier Information

**Supplier Name:** Compass - Vending Services (Canteen)  
2400 Yorkmont Road  
Charlotte, NC 28217

**Telephone No:** 312-335-5007

**Fax No:** N/A

**Web Site:** [www.compass-usa.com](http://www.compass-usa.com)

**Business Ownership:** Caucasian Non-Minority

**Business Class:** Large Business Concern

**Federal I.D. No:** 56-1874931

### Pricing Information

**Prices/Discounts:** N/A

**Price List Available:** No  
N/A



December 14, 2016, 7:51 am

**Contract Summary**

**Compass - Vending Services (Canteen)**

Contract Term: 2016-11-01 to 2026-10-31

Remaining Renewals: 0 - 0 year renewals

<b>E&amp;I Contract #:</b>	CNR01407
<b>Contract Name:</b>	Compass - Vending Services (Canteen)
<b>Contract Status:</b>	Active
<b>Contract Type:</b>	Adopted
<b>Award Type:</b>	Single
<b>RFP #:</b>	683359
<b>Contract Coverage:</b>	National
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- \* Canteen Refreshment Services
- \* Avenue C Micromarkets
- \* Choice Plus

**Supplier Information**

<b>Supplier Name:</b>	Compass - Vending Services (Canteen) 2400 Yorkmont Road Charlotte, NC 28217
<b>Telephone No:</b>	312-335-5007
<b>Fax No:</b>	N/A
<b>Web Site:</b>	<a href="http://www.compass-usa.com">www.compass-usa.com</a>
<b>Business Ownership:</b>	Caucasian Non-Minority
<b>Business Class:</b>	Large Business Concern
<b>Federal I.D. No:</b>	56-1874931

**Pricing Information**

<b>Prices/Discounts:</b>	N/A
<b>Price List Available:</b>	No N/A



December 14, 2016, 7:51 am

**Contract Summary**  
**Compass - Vending Services (Canteen)**  
**Contract Term: 2016-11-01 to 2026-10-31**  
**Remaining Renewals: 0 - 0 year renewals**

RCutler@eandi.org

**Supplier Contacts**

**Primary Contact:**

Patrick Leahy  
VP of Strategic Development - Higher Education  
203-682-3095  
Patrick.Leahy@compass-usa.com

**Secondary Contact:**

Jim Rathburn  
Senior Vice President - Sales  
404-845-3383  
james.rathburn@compass-usa.com

**Confidential Notice:**

*This information, including any attachments, is for the sole use of E&I Cooperative Service, Inc. employees and contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited.*

