

PARTICIPATION CONTRACT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
GLOBAL VENDING SERVICE, LLC.

This Participation Contract ("**Contract**") is made and entered into effective as of the 1st of December, 2018 ("**Effective Date**"), by and between Chicago Housing Authority (hereinafter referred to as the "**Customer**" or "**CHA**"), and Global Vending Service, LLC, a Florida limited liability company, with headquarters at 3599 23rd Avenue South, Suite 5, Lake Worth, Florida 33461 (hereinafter referred to as "**Global**" or "**Vendor**").

WITNESSETH:

WHEREAS, on or about December 2, 2016, the Board of Education of Chicago (commonly known as Chicago Public Schools) acting by and through its Departments of Nutrition Support Services and External Affairs and Partnerships (hereinafter the "CPS"), pursuant to an open and competitive solicitation (Request for Proposal-Specification No. 16-350060) awarded to and executed with Vendor that certain Master Agreement for Vending Services for supply and provision of snacks, services and related vending amenities (Contract No. 18428), the "**Master Agreement**" (incorporated herein by reference as Attachment A), which permits CPS and its authorized sister governmental agencies and entities to procure, order and purchase snack supply, vending and other integrally related services and amenities thereto in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, the CHA, in reliance upon the local government agency participation rights available and in effect under the Master Agreement, Section 34, sought authorization and approval from CPS to participate in the Master Agreement, which was assented to by the CPS in its communication dated November 8, 2017 and incorporated herein by reference as Attachment B;

WHEREAS, the CHA and the Vendor desire to enter into this Participation Contract to facilitate the procurement and provision of snack supplies, vending and other integrally related services and amenities by Vendor to the CHA for various properties and locations owned, managed, operated or maintained by CHA and/or any of its affiliated entities, upon the same generally prevailing terms, conditions and prices as established in the Master Agreement, except as specifically modified by the terms herein;

WHEREAS, the CHA's Board of Commissioners authorized the entry into this Participation Contract in its Resolution No. 2018-CHA-58; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Vendor for the procurement and provision of snack supplies, vending and other integrally related services and amenities in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Contract is to allow the Customer to receive from Vendor the provision of snack supplies, vending and other integrally related services and amenities upon the regular and prevailing terms and conditions set forth in the Master Agreement. To that end, the Master Agreement is hereby

incorporated by reference as if set forth herein in its entirety, including any and all subsequent amendments thereto.

As required under the Master Agreement, this Contract shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement between Vendor and CPS. Furthermore, to fully effectuate the independent performance, operation and administration of this Contract as a wholly separate agreement from the Master Agreement, this Agreement shall be construed by the Customer and the Vendor, and by any court, tribunal or other entity charged with enforcement or interpretation of this Contract harmoniously with the Master Agreement to the fullest extent practicable and with the stated intention of Customer and the Vendor that each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

All rights and duties generally applicable to or reserved to CPS under the Master Agreement shall likewise be vested in the Customer for purposes of this Contract. Furthermore, all rights and duties generally applicable to or reserved to the Vendor under the Master Agreement shall likewise be vested in the Vendor for purposes of this Participation Contract. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision applicable under law, ordinance, resolution or regulation that would apply to the parties to this Contract, the equivalent laws, terms, conditions or provisions shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Agreement.

2. **TERM, COMPENSATION AND SCOPE OF SERVICES.**

The Initial Term of this Agreement is for the period commencing from the Effective Date set forth above through June 30, 2023, or until the Services to be provided under this Agreement are fully completed and accepted, whichever occurs last. Additionally, to the extent permitted by and authorized by the CHA's governing body and the United States Department of Housing and Urban Development, the CHA shall have the right to renew the Agreement in writing in tandem with any option or renewal term(s) formally exercised by the CPS in accordance with the terms of the Master Agreement, which shall be upon the same prevailing terms and conditions as were in effect as of the expiration of the prior term, except to the extent that any pricing or compensation for such option or renewal term has been actually or effectively amended, whether pursuant to the Master Agreement, or pursuant to a pricing amendment mutually agreed to in writing by the CHA and the Vendor for such extension term, which shall be no less favorable than any equivalent pricing or compensation that may then be in effect under the Master Agreement.

Pricing and Commission Terms ("Pricing Terms") for this Contract shall be equivalent to those certain pricing and commission terms set forth in Exhibit B to the Master Agreement. CHA and Vendor agree and covenant to memorialize Pricing Terms for this Contract through a written document substantially identical in form and content to Exhibit B to the Master Agreement, which shall be deemed to be "Exhibit B" to this Contract, which shall be incorporated by reference into this Contract as if fully and originally set forth herein. Vendor shall pay the CHA commissions based on a percentage of the vending sales at the sites, buildings and locations covered by this Contract in accordance with the specific terms set forth in the Pricing and Commission Terms, which is attached and incorporated into this Agreement as Exhibit B.

Starting upon the execution of the Contract by both parties, Vendor agrees to provide the Services as described in this Contract. "Services" means, collectively, the services, deliverables, duties and responsibilities described in the Scope of Services attached to and incorporated into this Contract as "Exhibit A" and other documents attached and incorporated into this Contract, as may be amended in accordance with the terms of this Agreement, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Contract. The parties may, from time to time, consider changes in the scope of Services, but the CHA and Vendor shall mutually agree on any changes in writing. Any such changes, including but not limited to any increase or decrease in Vendor's and CHA's compensation, shall be in accordance with the Change Management Process described in this Master Agreement and shall be documented by a written amendment to this Contract signed by the duly-authorized representatives of both parties.

The Vendor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in claims for payment by the CHA. It is mutually understood and agreed by the parties that the above agreed upon Compensation structure and parameters are the only compensation provided for in this Contract and there will be no additional, costs, fees or other type of profit allowable or paid under this Contract without an express written amendment to the Contract authorizing said additional compensation, supplies or services by the Vendor or CHA.

3. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Executive Officer

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Vendor: Global Vending Service, LLC
3599 23rd Avenue South, STE 5
Lake Worth, Florida 33461

with a copy to: _____

4. TERMINATION FOR CONVENIENCE.

Either party may terminate this Contract for convenience by providing the other party thirty (30) days prior written notice.

5. **INSURANCE.**

Vendor and the CHA agree that Vendor's insurance obligations under the Master Agreement shall apply to this Contract, and that the CHA shall be named as an "additional insured" to that same extent that CPS is so designated in the Master Agreement.

6. **EQUAL EMPLOYMENT OPPORTUNITY.**

Reserved.

7. **MBE/WBE/DBE PARTICIPATION/COMPLIANCE.**

Vendor and the CHA agree that Vendor's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Contract, and that the Vendor's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit C and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Contract. This Section 7 shall not be applied, interpreted or construed to be in excess of or in conflict with Vendor's participation and compliance obligations under the Master Agreement.

8. **BUSINESS DOCUMENTS AND CERTIFICATIONS.**

Vendor has provided to the Customer various documentation, certifications and representations, including evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, are collectively attached hereto as Exhibit D and incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Customer and Vendor have executed this Contract on the Effective Date.

GLOBAL VENDING SERVICE, LLC

CHICAGO HOUSING AUTHORITY

By: *Sherrri Hobstein*
Name: Sherrri Hobstein
Title: owner
Date: 11-19-18

By: *Dionna Brookens*
Name: Dionna Brookens
Title: Chief Procurement Officer
Date: 4/18/19

Approved as to Form and Legality
Chicago Housing Authority
Office of General Counsel

James L. Bebley
By: James L. Bebley
Title: Chief Legal Officer

