

FOOD SERVICE MANAGEMENT AGREEMENT

This AGREEMENT entered into this 1st day of July between the Board of Education of Bloomingdale School District 13, DuPage County, Illinois with its principal office located at 164 Euclid Ave, Bloomingdale, IL 60108 (hereinafter District 13) and Quest Food Management Services, LLC (Hereinafter Quest), a Food Service Corporation with its principal office located at 2500 S Highland Suite 250, Lombard, IL 60148.

WITNESSETH

WHEREAS, District 13 seeks to employ a qualified and experienced food service management company to prepare boxed lunches for certain students at District 13 (the “Services”); and

WHEREAS, the Services are self-funded by District 13 and not part of the National School Lunch Program or subject to oversight or administration by the Illinois State Board of Education; and

WHEREAS, after soliciting bids for the Services, District 13 wishes to enter into this written contract with Quest that incorporates the terms and conditions set forth in the School’s specifications and Quest’s bid.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, District 13 and Quest Management agree as follows:

1. Term of Agreement

This Contract is effective for one year commencing July 1, 2025 and continuing through June 30, 2026 (the “Term”). The agreement may be extended beyond the above specified time by written agreement executed both parties.

2. Employment

A. Relationship of Parties

The parties agree that Quest shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship between District 13 and Quest.

B. School’s Rights

District 13 may make reasonable rules and regulations governing food service operations and Quest shall comply with any such regulations promptly upon District 13’s prior notice. District 13 shall have the right to inspect the food service facilities at any time without prior notice to Quest.

3. Food and Beverage Services

Quest shall prepare meals for District 13. District 13 will be responsible for picking up the lunches from the designated Quest kitchen. Quest agrees to comply with all applicable health regulations promulgated by Federal, State, County and City Governments.

4. Management and Personnel

Quest shall provide qualified management and hourly personnel to provide the services necessary to properly fulfil its obligations under this Agreement.

Quest shall comply with all, federal, state and local laws and regulations related to wages and hours of employment and health and safety with respect to any of its employees involved in the District's food service operations. Quest shall also comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and any other Federal and State non-discrimination laws and regulations.

Quest certifies that it complies with the Illinois Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

5. Facilities and Equipment

Quest must have state and local health certification for any facility outside the School in which it proposes to prepare meals and Quest must maintain its health certification for the duration of the contract. Quest must meet all applicable state and local health regulations in preparing and serving meals to the school.

6. License and Taxes

- A. District 13 is exempt from all applicable state and local sales tax. District 13 will provide a tax-exempt certificate if so required by Quest.
- B. It is mutually understood and agreed by the parties hereto that the financial considerations for this Agreement has been determined based on the interpretation of applicable sales, use, occupation or similar taxes, including real or personal property taxes, if any. In the event any portion of authority or the responsibility for any tax is shifted or altered, either of which results in a substantially increased cost to Quest, then the financial consideration herein set forth shall be equitably adjusted in an amount equal to such change in cost, retroactively to the date of such change. District 13 reserves the right to contest or protest any such tax.

7. Financial

Quest will bill District 13 \$4.73 per lunch provided to the District.

8. Assignment

Quest shall not sell, subcontract, transfer or otherwise assign this Agreement or any portion hereof without District 13's prior written approval.

9. Insurance

Quest shall obtain and keep in force during the term of this Agreement, for the protection of School, a certificate of insurance naming District 13 its agents and employees as additionally insured, comprehensive general bodily injury and property damage liability insurance in the combined single limit of not less than One Million Dollars (\$1,000,000.00) including but not limited to personal injury liability, covering the operations of Quest under this Agreement.

The insurance policy shall contain a provision that coverage shall not be cancelled, modified or revised unless thirty (30) days prior written notice is provided to District 13. Quest shall submit a certificate of insurance evidencing that the required overages are in effect prior to commencing performance of services under this Agreement.

10. Attorney Fees

If any action or proceedings is necessary to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may otherwise be entitled.

11. Indemnity

Quest shall, at all times, fully indemnify, hold harmless, and defend District 13 from and against any and all claims and demands, actions, causes of action, and costs and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by Quest and its employees, or because of any act or omission, neglect or misconduct of Quest.

Nothing contained herein shall be construed as prohibiting District 13 from defending itself from any claims, actions, or suits brought against them.

12. Entire Agreement

This Agreement between the parties and there are no additional Agreements or Understandings other than those contained herein unless mutually agreed to in writing as an amendment to the contract.

13. Payments

District 13 will pay Contractor's invoices within the timeframe required by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., and any interest for late payments will accrue in accordance with said Act.

14. FOIA

As an independent contractor, records in the possession of Quest related to the Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). Quest, at its own cost, shall immediately provide District 13 with any such records requested to timely respond to any FOIA request received by District 13. District 13 will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If Quest refuses to provide a

record that is the subject of a FOIA request to District 13 and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes District 13 in any way, Quest shall reimburse District 13 for all reasonable costs, including attorneys' fees, incurred by the District 13 related to the FOIA request and records at issue. Quest further acknowledges that District 13 is subject to the Illinois Freedom of Information Act and District 13's compliance with that Act shall not be a violation of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

District 13

BY: _____ DATE _____

ATTEST: _____ DATE _____

QUEST FOOD MANAGEMENT SERVICES, LLC.

BY: Nicholas Saccaro DATE 5/8/25
President