

INVITATION FOR BID (IFB)

IFB24-0144

CITY WIDE VENDING SERVICES



The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

[CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE](#)

**ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS  
SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED  
NON-RESPONSIVE**

City of Orlando  
INVITATION FOR BID (IFB)  
IFB24-0144  
CITY WIDE VENDING SERVICES

**TABLE OF CONTENTS**

1. INTRODUCTION .....	
2. GENERAL INFORMATION .....	
3. SUBMITTALS .....	
4. SCOPE OF WORK.....	
5. STANDARD TERMS AND CONDITIONS .....	
6. SPECIAL TERMS AND CONDITIONS.....	
7. ELECTRONIC PRICING FORM(S) INSTRUCTIONS .....	
8. VIRTUAL OPENING.....	
9. VENDOR QUESTIONNAIRE.....	
10. PRICING PROPOSAL.....	

Attachments:

- A - Exhibit 1 - Data
- B - Exhibit 2 - Locations
- C - Exhibit 3 - OPD - Unattended Mini Market
- D - Exhibit 4 - Example - Fresh Food
- E - Exhibit 5 - Example – Pre-Packaged Food
- F - Exhibit 6 - Required - Minimal Items

## 1. INTRODUCTION

### 1.1. [Summary](#)

The City of Orlando (City) hereby solicits sealed bids for vending services, primarily at the locations indicated within this solicitation package, and in accordance with the terms and conditions, specifications, and service concepts outlined in this Invitation for Bids.

The primary objective of this bid is to secure a contract to provide vending service for food, snacks, and assorted beverages.

### 1.2. [Contact Information](#)

Direct all questions and inquiries to the following:

**Angela L. Thomas, MBA, CPPB**

Senior Purchasing Agent

400 S Orange Ave

4th Floor Purchasing

Orlando, FL 32801

Email: [angela.thomas@orlando.gov](mailto:angela.thomas@orlando.gov)

Phone: [\(407\) 246-2563](tel:(407)246-2563)

**Department:**

Real Estate Management

### 1.3. [Timeline](#)

<b>Issue Date</b>	January 5, 2024
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<p><b>Pre-Bid Conference (Non-Mandatory)</b></p>	<p>January 18, 2024, 1:00pm JOIN THE VIRTUAL PRE-SOLICITATION CONFERENCE. Online: <a href="https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_ZmE0ODlwZjctNGE2ZC00YWQxLTk5NzAtY2MzMWl3ZjFiMjg%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=5c0713ee-b31a-4420-acc3-de291314571e&amp;directDI=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true">https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F %23%2F%2Fmeetup-join%2F19%3Ameeting_ZmE0ODlwZjctNGE2ZC00YWQxLTk5NzAtY2MzMWl3ZjFiMjg%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=5c0713ee-b31a-4420-acc3-de291314571e&amp;directDI=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true</a></p> <p>Call into the virtual meeting by dialing this phone number: +1 321-247-7568 Once dialed-in and prompted, enter the Conference ID: 819 522 634#</p>
<p><b>Cut-off date for Questions by Bidder</b></p>	<p>January 29, 2024, 5:00pm</p>

<p><b>Bid Due Date and Time</b></p>	<p>February 8, 2024, 2:00pm JOIN THE VIRTUAL OPENING. Online: <a href="https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_NzY0ZDE5MjUtMTY2Mi00MzMzMyLTg5NDktNjgzODgxMjQ0YzNh%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=d6f0f1b6-dd09-46a1-9609-132336bc1f9e&amp;directDI=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true">https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F %23%2F%2Fmeetup-join%2F19%3Ameeting_NzY0ZDE5MjUtMTY2Mi00MzMzMyLTg5NDktNjgzODgxMjQ0YzNh%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=d6f0f1b6-dd09-46a1-9609-132336bc1f9e&amp;directDI=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true</a></p> <p>Call into the virtual meeting by dialing this phone number: +1 321-247-7568 Once dialed-in and prompted, enter the Conference ID: 714 786 19#</p>
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## 2. GENERAL INFORMATION

### 2.1. SOLICITATION INFORMATION

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Respondent to obtain current response/submittal and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

- Solicitation documents are available for download from the City's e-Procurement Portal ("Portal"):

You may access solicitation information by visiting the City's Portal by clicking on the following link: <https://procurement.opengov.com/portal/orlando>

- You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Respondents, but it is the Respondent's responsibility to check with the City of Orlando's Portal at: <https://procurement.opengov.com/portal/orlando> for current solicitations and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

### 2.2. CONTRACT TERM

It is the intent of the City to award a Contract for a four (4) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of ninety-six (96) months.

### 2.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these

dates or times prior to the Solicitation Due Date, the change will be announced via an addendum.

#### 2.4. PRE-SOLICITATION CONFERENCE

The purpose of a Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

### 3. SUBMITTALS

Respondents are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the e-procurement Portal by the Due Date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Respondents are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Respondent's risk.

Each Respondent shall furnish the information required on each response/submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic submittal and are contained in the [Vendor Questionnaire Section](#). **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

- A. **Pricing** - All prices shall be entered online through the City's e-Procurement portal.
- B. **Attachment A** - References. This form must be downloaded, completed, and uploaded as a part of the submittal.
- C. **Attachment B** - Respondent's Certification Form. This form must be downloaded, completed, signed, notarized, and uploaded as a part of the submittal.
- D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, notarized, and uploaded as a part of the submittal.
- E. **Attachment D** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, signed, and uploaded as a part of the submittal.
- F. **Attachment E** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the submittal.
- G. **Attachment F** - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the submittal.
- H. **Attachment G** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the submittal.
- I. Copy of Respondent's current W-9 is to be signed and uploaded as a part of the submittal.
- J. Bid Security, if applicable.



K. Proof of insurance - If applicable, please refer to **Section 5 – Insurance Requirements**

Respondents shall register on the City's e-Procurement Portal. Once registered, Respondents may view and click "Follow" to be a Prospective Respondent for this solicitation and will appear on the Follower's list. Respondents that fail to Follow this project will not receive automated Addenda notifications, nor will they be able to submit a response in the Portal, and therefore will be unable to participate, nor be considered for this solicitation. Respondents must click "Draft Response" to properly begin and submit a response in the Portal.

The City will accept responses to this solicitation electronically via the e-Procurement Portal until 2:00 PM on Thursday, February 8, 2024. Responses received after the scheduled due date and time for submission will not be accepted. Responses submitted in any other format other than via the City's e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed.

Neither the City, nor the Software Administrator will be held responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, use of a malfunctioning electronic device, or the like. Respondents shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Respondent is using to submit a response. Failure of the Respondent to successfully submit an electronic response before the deadline indicated herein shall be at the Respondent's sole risk, and no relief will be given for late and/or improperly submitted response. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Respondent will also receive an email confirmation from the Portal.

Respondents may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission.

## 4. SCOPE OF WORK

### 4.1. Scope of Work

The Contractor is to place vending machines at locations as stated on Exhibit “2” Locations, within thirty (30) days after contract award. Each location must be provided with, at the least, vending machines equal to what is currently in place.

To assist in the preparation of bids, the following information is provided:

- Exhibit “1” Data - (2021-2022)
- Exhibit “2” Current Locations
- Exhibit “3” OPD Unattended Mini Market
- Exhibit "4" Examples Fresh Food List
- Exhibit "5" Example Pre-Packaged Foods
- Exhibit "6" Required - Minimal Items

### 4.2. STANDARD GENERAL SCOPE

#### Summary

The City of Orlando, FL is seeking proposals from qualified vendors to provide vending services for various City facilities. The purpose of this solicitation is to establish a contract with a vendor who can supply and maintain vending machines, stock them with quality products, and provide excellent customer service to City employees and visitors. The vending services are expected to meet the needs of a diverse population and comply with all relevant regulations and standards.

#### Detailed Specifications

##### A. Quality Vending Machines:

- The vendor shall provide modern, reliable vending machines that are in good working condition.
- The vending machines must have the capacity to hold a variety of products, including snacks, beverages, and healthy food options.
- The machines must be energy-efficient and comply with all applicable safety and health regulations.

##### B. Product Variety and Standards:

- The vendor shall offer a wide range of products to cater to different dietary needs and preferences, including but not limited to: snacks, beverages, fresh food, and healthy options.

- All products must be of high quality, fresh, and in proper packaging.
- Food products must comply with all local, state, and federal regulations for food safety, labeling, and allergen information.
- Beverages must include a variety of options, including carbonated drinks, non-carbonated drinks, and both hot and cold beverages.
- Healthy food options must meet recognized nutrition standards, such as low in sodium, sugar, and fat, and include fresh fruits, vegetables, and whole-grain products.

C. Payment Options:

- The vending machines must be equipped with modern and secure payment systems, including cash, credit/debit cards, and mobile payment methods.
- The vendor shall ensure that all payment transactions are processed accurately and securely.
- Transparent and clear pricing must be displayed on or near the vending machines.

D. Stocking and Maintenance:

- The vendor shall be responsible for regularly restocking the vending machines to ensure an adequate supply of products at all times.
- The stocking frequency shall be based on the usage and demand at each City facility.
- All products must be rotated to maintain freshness and avoid expiration.
- The vendor must promptly address any malfunctions or issues with the vending machines reported by the City or its employees.
- The vendor shall clean and maintain the vending machines to ensure they are kept in a clean and hygienic condition.

E. Customer Service:

- The vendor shall provide excellent customer service to City employees and visitors.
- Vending machines must be clearly labeled with the vendor's contact information for reporting issues or providing feedback.
- The vendor shall promptly respond to any inquiries, complaints, or requests for assistance.

- Customer service representatives shall be knowledgeable, professional, and courteous.

F. Compliance with Regulations:

- The vendor shall comply with all applicable local, state, and federal regulations regarding vending services, including but not limited to health, safety, and food handling regulations.
- The vendor must obtain and maintain all necessary permits and licenses required for operating vending machines in the City of Orlando.
- The vendor shall display all required permits and licenses in a visible location on each vending machine.

### Service Requirements

The selected vendor shall be responsible for providing the following services:

- A. Supply and maintenance of vending machines
- B. Stocking of vending machines with a variety of quality products
- C. Regular cleaning and maintenance of vending machines
- D. Prompt restocking of products based on usage and demand
- E. Accurate and secure payment processing
- F. Responsive customer service and issue resolution

#### 4.3. DETAILED SCOPE OF SERVICES

- Each interested and qualified Bidder must have been in the vending machine service business no less than two (2) consecutive years under the same business name. References provided will be used to verify the Bidder's experience.
- Vending locations shall have continual vending presence required by the City. Contractor shall never remove a unit based on sales unless approved in writing by the designated City representative and with 30 days posted notice provided to the location in question once approved.
- The Contract shall have, at locations with multiple unit such as City Hall, a variety within the multiple units.
- The Contractor shall have the ability of both Coke, Pepsi and other drinks that can be combined into a single dispensing unit.

- Contractor is to have an Operation Center (Service Center) fully equipped with fresh food, snacks, and drinks. The Service Center is to be available twenty four (24) hours per day, seven (7) days a week, including holidays.
- Vending machines installed shall be not older than two (2) years old, and of current manufacture, modern design, and construction, adequate to supply the requirements at each installation, and are to be placed in an attractive and uniform arrangement in each authorized area. The Contractor is encouraged to provide, where practical, combination drink and food machines, thereby providing more variety in the same space. Machines are to remain the property of the Contractor while on City property. Installation costs of any machine will be borne by the Contractor.
- The vending machines shall conform to all applicable local, State, and Federal requirements. All components, including but not be limited to, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with current American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE), standards and recommended practices.
- It is encouraged to have Energy Star rated vending machines ([energystar.com](http://energystar.com)). Contractor is to supply and install proper surge protectors with vending machines.
- At such time the general appearance of any machine detracts from a generally neat and orderly appearance for the area in which it is located, the City reserves the right to require replacement of said device with a more acceptable machine to provide the same or better service and vend. The cost for removing any machine will be borne by the Contractor.
- Machines are to be equipped with dollar bill and coin changing devices, and credit/debit card devices. The Contractor is encouraged to provide a mechanism that will accept debit and credit cards as well as change for \$1.00 and \$5.00 bills.
- Each vending machine must be set to:
  1. Allow for full refund if the purchaser desires to void a sale prior to selection and
  2. Allow return of change after a selection is made.
- All repair or service work is to be accomplished within four (4) hours after notification by the City. The cost for repairs or service work for any machine will be borne by the Contractor.

- The Contractor must keep all equipment in proper appearance and mechanical working order at all times.
- The Contractor must provide replacement machines within two (2) business days from notification for those machines which may become unserviceable, experience frequent breakdowns, or otherwise fail to comply with the specifications, as determined by the City.
- A clean, fully operational used machine, acceptable to the City, may be installed as a temporary replacement provided it is furnished within two (2) working days and a new replacement machine is installed within thirty (30) calendar days.
- Vehicles used to deliver products for vending must meet sanitation standards as required by the Orange County Health Department, and all other applicable local, State, and Federal requirements. Vehicles used to deliver products for vending must also be acceptable to the City, and must use the City Hall loading dock when servicing City Hall.
- Vehicles are to be equipped with refrigeration and freezer to ensure proper transport for fresh and frozen products.
- Quality and specifications of food items vended by the Contractor will conform to any applicable Federal, State and Orange County Health Department requirements and must be acceptable to the City.
  1. Snacks: a large variety of pre-packaged products shall be offered. They should be only nationally recognized brands and include a variety of candies, pastries, regular and sugar substitute products; chips, crackers, cookies, etc., along with healthy items.
  2. Any product offered must be fresh when delivered and stock must be rotated on a regular basis to maintain a fresh supply. Consideration should be given to those products offering adequate packaging to prevent aging, hardening or other similar deterioration of merchandise quality.
  3. Healthy/nutritional items shall be available in all vending machines. The Contractor shall clearly mark healthy/nutritional items to help vending customers to make healthy choices. The Contract shall consult with the City Wellness Program Coordinator to select suitable healthy/nutritional items. Any changes to the healthy/nutritional items offered in vending machines shall be approved by the City in writing.
  4. It is preferred for the drinks to be sold in cans, or plastic bottles with a good mix of nationally recognized brands including but not limited to Pepsi™ and

Coke™ products, juice, water, sports drinks and other types of drinks in the same machine.

5. Bidders may offer for consideration other vending products that are not listed above. However, no tobacco, alcohol product, or lottery tickets shall be sold, offered or given away by the Contractor on City property. Bidders should provide a list of proposed products and number of selections with their bid proposal. The City will make the final determination as to the types of vending machine equipment and the products and the variety for the various locations.
  6. Refund banks will be set up at designated locations, per instructions from the City, to return money to customers. Adequate funds will be supplied by the Contractor and kept in each refund bank at all times. However, the City reserves the right to choose alternate modes of issuing refunds to customers.
- Signs: Contractor shall not attach, or affix on the outside of the premises, any flags, placards, signs, political signs, poles, wires, aerials, antennae or fixtures, other than decals with the contact information for service and product, without the prior written consent of the Purchasing Director. All attachments or fixtures which permission was given are to be attached be in accordance with all City, County and State laws, ordinances, rules and regulations. A service repair telephone number shall be noted on all equipment.
  - Compliance with Florida Statutes, Section 212.0515 which requires a particular notice to affix to all vending machines is required.
  - Transition: It is essential that the transition from the present equipment to any new installation, where applicable, be accomplished without substantial interruption to the services being provided. Coordination of the transition will be between the Contractor and the City's representative at the various locations to guarantee there is no interruption of services at any location.
  - Equipment shall be delivered, installed and operational at all awarded locations within a period of thirty (30) calendar days after notification of award.
  - The City shall not be charged for products or services of any type whatsoever performed in connection with this Agreement including but not limited to trip charges, miscellaneous fees, and fuel charges unless otherwise specified in the Bid specifications or any subsequent Amendments.

#### 4.4. STANDARDS OF PERFORMANCE

The following established minimum operational and servicing requirements during the period of the Agreement are as follows:

- Keep vending machines adequately supplied with fresh, current dated, merchandise at all times. Service intervals shall be adjusted to an increased frequency during high demand seasons to maintain vending machines in the said standards.
- Clean and sanitize machines each time they are serviced.
- Keep the surrounding area around each machine clean. Pick up all related debris and trash in the immediate area of each machine and dispose properly.
- Install rodent guards on all machines housing food items. Properly dispose of the guards when necessary.
- Maintain a record of all equipment breakdowns by machine number, location, time of breakdown, either discovered or reported, nature of breakdown and time and date each machine is repaired or replaced. This record is to be made available to the City upon request.
- The Contractor is responsible for safeguarding all goods by removing recalled and/or expired items, rotating items, and/or performing only the best industry practices to ensure food safety.

Expired Items will be fully refunded upon request.

#### 4.5. PERSONNEL

- Contractor's representative shall be neat and clean and dressed in clean uniforms with company logo and/or company name which will readily identify them to the City when servicing the machines.
- Contractor is to make all delivery personnel aware of the location of the loading/unloading dock and the security check point as well as the delivery tunnel into City Hall. No deliveries are to be made through any other ingress/egress to City Hall.
- Repair personnel servicing the Contractor's equipment are to enter through the front door and stop at the security station for a proper identity badge before proceeding to the service point.



- All service or repair personnel of the Contractor must observe all regulations in effect at the Orlando Police Headquarters, City Hall, and various other City Facilities.
- The Contractor, or any of their representatives, shall not represent themselves as employees or agents of the City.
- The City will require the removal of any of the Contractor's personnel if they are offensive by appearance, action, word, or deed. Said employee will not be allowed on the premises thereafter. Such removal will not qualify as an excuse for lack of required service.
- At no time during this Contract shall any employee or representative of the Contractor solicit, or receive any tips or recompense.
- The Contractor's personnel and Individuals servicing or replenishing these machines shall comply with all applicable local, State, and Federal requirements pertaining to Food Hygiene including but not limited to applicable provisions of State of Florida Department of Health Chapter 64E-11 Florida Administrative Code. All said employees of the Contractor must be trained in food safety handling, Florida Handwashing Codes, equipment safety and sanitation and personal hygiene in order to work at the City's facilities. Cost of this training will be borne solely by the Contractor.
- Courtesy to the Public - In all circumstances the Contractor must require their employees and agents to exercise, courtesy and consideration in their conduct or dealings with the public. The City reserves the right to direct the Contractor to remove any employee from the City premises if in the City's opinion the Contractor's employee has not exercised acceptable and courteous contact with the public.
- Rules and Regulations - The Contractor will observe and obey all rules and regulations applicable to users of the City's facilities for the care, operation, maintenance and protection of the area used for vending.

#### 4.6. [ORLANDO POLICE DEPARTMENT - MINI MARKET](#)

The Orlando Police Department (OPD) Headquarters is located at 1250 W. South Street, Orlando, Florida 32805.

The facility is located in a neighborhood that has limited options for employees to go out to the surrounding area for meal breaks, drinks and snacks.

There is a micro market (Unattended Vending Services) that must continue at this location.

See Exhibit "3" - OPD - Unattended Mini Market

#### 4.7. PRICING AND USER FEES

Pricing:

- The City is interested in the lowest vend price with a ten percent (10%) **User Fee** to the City.
- All prices submitted are to remain firm for the term of the Agreement unless the Contractor submits a written request for a variance and receives written approval by the Chief Procurement Officer (CPO) prior to instituting any changes. Price increases or decreases may be considered on an annual basis by the City with appropriate justification for such adjustment from the Contractor. The Bidder is to submit a price for each item offered for vend.

User Fee: The ten percent (10%) **User Fee** paid to the City is to be based on a percentage of gross receipts from sales of a designated item category during a calendar month or fractional calendar month.

- Monthly, the Contractor shall pay to the City a sum of money (hereinafter called "User Fee") equal to ten percent (10%) for the Contractor's gross receipts from sales during each such calendar month or fractional calendar.
- Fractional calendar month: The Contractor shall pay to the City the ten percent (10%) User Fee computed as above based upon the gross receipts from sales during such fractional calendar month.
- The Contractor is not obligated to operate the vending service or to pay the ten percent (10%) User Fee during any time when the vending area is unattended through no fault or negligence of the Contractor, its employees or agent.

Gross Receipts: Except as otherwise specifically provided, the total amount actually received from the total sales price for all food, snack, beverage and miscellaneous items sold and the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of the sale of goods, wares or merchandise. Included in "gross receipts" shall be all receipts, cash, and credits, without any deduction from the account of all cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever.

The Contractor shall be responsible for paying all taxes, including to but not limited to state sales tax, and shall not deduct such from the User Fee owed to the City.

The following may be excluded or deducted, from "Gross Receipts from Sales":

- Federal, State, Municipal or other Governmental Excise Taxes (except Federal Manufacturer's Excise Taxes), retailer's occupation taxes now or hereafter

imposed by any governmental agency. However, this provision shall not excuse the Contractor from paying directly to any governmental agencies any and all taxes for which it may be liable;

- Receipts from the sale of scrap material resulting from the operation of Contractor's business as conducted with the City only.
- Receipts from the sale or trade-in value of any equipment used in the Vending area and owned by the Contractor as related to the Contract with the City only.
- Receipts in the form of refunds from, or the value of, merchandise, supplies or equipment returned to shippers, suppliers or manufacturers.
- The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers.

#### 4.8. REPORTING REQUIREMENT

Monthly:

- On or before the tenth (10) day of each calendar month during the term of this Agreement, the Contractor is to deliver to the City's Real Estate Division Manager, or designee, a report certified in writing by an officer of the Contractor for correctness, which shows gross receipts from sales applicable to the vended dollar amount on a daily basis.
- The report will include: beginning inventories with additions and subtractions thereto; ending inventories; units sold; dollar price per unit; total dollar amount and volume sold per item along with the computed payment made to the City for the preceding month; a separate report will be required by Vending Operation per Facility by item category (beverage, snack and food).

Yearly:

- Within ninety (90) days from the end of the Contractor's fiscal year during the term of this Agreement, the Contractor will deliver a certified statement prepared by a Certified Public Accountant (CPA) to the City's Real Estate Division Manager, or designee, which shows gross receipts from sales applicable to the Vending for the preceding Contractor's fiscal year separately by Vending operation per Facility by item category (food, beverage and snack).

Finality of Reports:

- Unless a notice to audit is served by the City to the Contractor within three (3) years after the receipt of any statement submitted by the Contractor as herein provided, such statement will be deemed final and binding upon the parties.

#### 4.9. MEETINGS

The Contractor shall meet with the City's Real Estate Division Manager, or designee, to discuss sales, product selection, removal or addition of vending machines, among other topics, on a bi-annual basis. Any and all meetings in connection with this solicitation may be held virtually, solely at the discretion of the City.

## **5. STANDARD TERMS AND CONDITIONS**

### **5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS**

- A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.
  
- B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).
  - 1. Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Respondent or potential Respondent (or on a Respondent or potential Respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.
  - 2. During the prohibited communication period, all contacts and communications regarding the solicitation by a Respondent, or potential Respondent, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.
  - 3. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Respondent or potential Respondent under the City's Procurement Code.
  
- C. Any questions by a Respondent relative to the interpretation of specifications or the submittal process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the

receipt of submittals. Any interpretation made to prospective Respondent with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Respondents no later than five (5) days before the date set for receipt of submittals. Oral answers and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

- D. Openings shall be public, on the date and at the time specified on the Solicitation, with the total submittal amount being read aloud. It is the Respondents responsibility to assure that their submittal has been entered online no later than the due date and time of the opening. The Respondent's name and verification of bond submittal, if applicable, will be publicly announced aloud at the opening.

#### 5.2. RESPONDENT QUALIFICATION

Submittals will be considered from Respondents who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Respondent's facility and equipment prior to the award of the contract.

Submittals will be considered only from Respondents which are regularly engaged in the business as described in this solicitation; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

#### 5.3. ALTERATIONS/CHANGES TO PRICE FORM(S)

Respondent shall not change or otherwise alter the quantity or unit designations on the Price Form(s). The unit price and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

#### 5.4. ADDENDA

It is the Respondent's responsibility to contact the Procurement and Contracts Division prior to submitting a response to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the response, if applicable. All

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addenda information will be posted on the City's website (<https://procurement.opengov.com/portal/orlando>). The failure of a Respondent to submit acknowledgment of any Addenda that affects the price(s), is considered a major irregularity and will be cause for rejection of the response.

#### 5.5. UNBALANCED PRICING

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

#### 5.6. WITHDRAWAL

After opening, no changes in prices or other provisions shall be permitted. Respondents may withdraw or correct a submittal prior to the stipulated date and time for the opening of the Solicitation.

#### 5.7. SELECTION/REJECTION OF OPTIONS

The City of Orlando reserves the right to select/reject options which are submitted, based on price and other considerations as deemed to be in the best interests of the City.

#### 5.8. IRREVOCABLE OFFER

The submission of a response shall constitute an irrevocable offer to the City by the Respondent for a period of ninety (90) days from the date of opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the submittal.

#### 5.9. QUANTITIES

The quantities for the items listed in this solicitation are estimated annual quantities for evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Respondents that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

#### 5.10. RESPONDENT'S CERTIFICATION FORM

Each Respondent shall complete the "Respondent's Certification Form" included with this Solicitation. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Respondent to include this document with their submittal will be cause for rejection of the submittal.

#### 5.11. SUBMITTALS

Submittals shall be submitted utilizing the form(s) provided herein. All submittals shall be properly executed with all blank spaces filled in. The signatures of all persons signing

shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the submittal. If the unit price and the total amount provided by a Respondent for any item are not in agreement, the unit price alone shall be considered as representing the Respondent's intention, and the totals shall be corrected to conform thereto.

#### 5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Respondent.

#### 5.13. EXCEPTIONS TO TERMS AND CONDITIONS

When completing your submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your submittal being declared non-responsive.

#### 5.14. SPECIFICATIONS

- A. The specifications shown in the Invitation for Bid are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for submittal purposes, they may also reference an item by manufacturer's name and model number. Respondents are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the opening.
- B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.
- C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Respondent proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Respondent. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Respondent articles that will be satisfactory. Submittals on other makes and catalogs will be considered provided each



respondent clearly states in their submittal exactly what he proposes to furnish and forwards with their submittal a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their submittal. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Respondent proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the submittal, the successful contractor after award and before manufacture or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

- D. Respondents are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your submittal.
- E. The equipment herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with submittal.
- F. Respondents may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment quoted, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

#### 5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

#### 5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the Solicitation.

### 5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

### 5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

### 5.19. MISTAKES

Respondents are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Respondent's risk.

### 5.20. SAFETY STANDARDS

Unless otherwise stipulated in the Solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

### 5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Respondent and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

### 5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: [AP\\_Invoices@orlando.gov](mailto:AP_Invoices@orlando.gov) or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

### 5.23. DISCOUNTS

Respondents may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Respondent is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

#### 5.24. PROMPT PAYMENT ACT

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

##### A. Proper Invoice

1. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:
  - a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
  - b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);
  - c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
  - d. the Purchase Order or contract number as supplied by the City; and
  - e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.
  - f. Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

##### B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the

other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

#### 5.25. INSPECTION OF PUBLIC RECORDS

Respondent may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to [records@orlando.gov](mailto:records@orlando.gov). Pursuant to Florida State Statute Chapter 119.07, sealed submittals or replies are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after opening, whichever is earlier.

#### 5.26. IRREGULAR SUBMITTALS

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the submittal irregular and may cause rejection. The City's Chief Procurement Officer, however, has the authority to waive minor irregularities.

#### 5.27. CONTINGENT FEES

The Respondent warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

#### 5.28. EVALUATION OF AWARD

The City reserves the right to award the Invitation for Bid to the responsive and responsible Respondent who submits the lowest submittal meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Respondent submitting the lowest submittal shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Respondent is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Respondent.

#### 5.29. AWARD OR REJECTION OF SUBMITTALS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any submittal, to waive minor irregularities, or to reject any, all or part of any submittal, and to advertise for new opportunities, as the interest of the City may require. The City's Chief

Procurement Officer also reserves the right to reject the submittal of a Respondent who has previously failed to perform properly or complete on time contracts of a similar nature, or a submittal of a Respondent who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- A. The ability, capacity, and skill of the Respondent to perform the service required.
- B. Whether the Respondent can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent.
- D. The quality of performance of previous contracts or services.
- E. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service.
- F. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service.
- G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.
- H. The ability of the Respondent to provide future maintenance and service for the use of the subject of the contract.
- I. Whether the Respondent is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Respondent's taxes or assessments are delinquent.
- J. Such other information as may be relevant or secured.

### 5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all submittals or waive any informality or technicality in submittals received.

### 5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive submittals, to award the work described herein to more than one responsive and responsible Respondent. In such cases where an award is made to more than one responsive and responsible Respondent, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum

amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

### 5.32. PRICING AND ORDERING

The awarded Respondent shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their submittal. Unless otherwise specified, the awarded Respondent shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

### 5.33. RETURN OF PRODUCTS/EQUIPMENT

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

### 5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Respondent's. Submission of a submittal shall constitute acknowledgment by the Respondent that it is familiar with all such conditions. The failure or neglect of a Respondent to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its submittal.

### 5.35. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

### 5.36. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

### 5.37. FISCAL YEAR FUNDING APPROPRIATION

#### A. Specified Period

1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

#### B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

### 5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: [https://www.municode.com/library/fl/orlando/codes/code\\_of\\_ordinances?nodeId=TITIICICO\\_CH7PRCO](https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PRCO) or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

### 5.39. WARRANTY

Respondent warrants that all equipment, materials and workmanship, whether furnished by Respondent or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Quotation, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional

cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

#### 5.40. CONTRACT AND ACCEPTANCE FORM

In order to expedite the contracting process after opening and preclude delays occasioned by subsequent contract execution, Respondents are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their submittal. In the event that a successful Respondent fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their submittal, the City shall notify the Respondent of the City's intent to make an award and the Respondent shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Respondent to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Respondent or the City's Chief Procurement Officer may decline to make an award.

Successful Respondent who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security, if applicable, to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other



representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

If a submittal is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the submittal. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

#### 5.41. ACCEPTANCE OF MATERIALS/SERVICES

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

#### 5.42. CONTRACT ALTERATIONS

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

#### 5.43. INDEMNIFICATION

The awarded Respondent agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

#### 5.44. INSURANCE

- A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Respondent has coverage in accordance with the requirements set forth herein. Insurance

coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

- B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-

furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the Solicitation.

- D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
1. Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:
    - Workers' compensation: Statutory
    - Employer's Liability: \$100,000 each occurrence
  2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional

- insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:
- Bodily injury and: \$1,000,000 combined single
  - Property damage: limit each occurrence
3. Commercial General Liability. This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and “Completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:
- Bodily injury and: \$1,000,000 combined single
  - Property damage: limit each occurrence
4. Commercial Crime. Prior to performance as a result of award of this solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor’s employees engaged in work as specified herein or having access to City buildings.
- The Commercial Crime Policy, with endorsement CR04010300 covering client’s property shall provide a minimum coverage of \$300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.

- It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine, in advance of their submission, the availability and cost of this required insurance and related endorsement.
5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.
  6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.
  7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than \$10,000,000 per occurrence.
    - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer

systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$10,000,000.00 per occurrence.

8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.
9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from “sudden accidental” or “gradual” pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

#### 5.45. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

#### 5.46. LICENSES

Unless otherwise extended by the City, the awarded Respondent will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

#### 5.47. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal/response to provide any goods or services to a public entity, may not submit a submittal/response with a public entity for the construction or repair of a public building or a public work, may not submit a submittal/response on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

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#### 5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

#### 5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

#### 5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

At the option of the awarded vendor, the submission of any quote/bid in response to this Invitation for Bid constitutes a quote/bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these quotes/bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this quote/bid.

#### 5.51. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of

such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

#### 5.52. TERMINATION FOR DEFAULT

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or their surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

#### 5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a submittal/response or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations



related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

#### 5.54. [PURCHASING CARD PROGRAM](#)

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a "Preferred Supplier"
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

#### 5.55. [EMERGENCY SUPPORT](#)

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the

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citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

#### 5.56. SUBCONTRACTORS

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

#### 5.57. PRICING

Unless otherwise specified, Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

#### 5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

#### 5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@ORLANDO.GOV](mailto:RECORDS@ORLANDO.GOV), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

#### 5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Respondents are encouraged to supply with their submittal, any information available regarding recycled material content in the products being offered. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled

material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Respondents provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Respondents Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a submittal or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

#### 5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all awards for services which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

#### 5.62. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Respondent's submittal, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

#### 5.63. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

#### 5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

#### 5.65. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

#### 5.66. INFORMATION

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

#### 5.67. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

#### 5.68. EXTRA WORK

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

#### 5.69. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

#### 5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances,

rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

#### 5.71. MISCELLANEOUS PROVISIONS

By submitting a submittal/response, the Respondent shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted submittals/responses for the work covered by the contract and is in all respects fair and without collusion or fraud. Respondent further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

#### 5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid/participate on, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding/participating on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding/participating on, or entering into or renewing such contract, the company:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
  - 2. Is engaged in business operations in Cuba or Syria."

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Section 215.473 of the Florida Statutes defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid/participate on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid/participate on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

### 5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Respondent (also referred to hereinafter as “Contractor”), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State

of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

#### 5.74. DRUG FREE WORKPLACE

By submitting a submittal/response in response to this Request for Quotation, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

#### 5.75. NON-DISCRIMINATION

Contractor shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

#### 5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no



liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 488.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

**5.77. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING**

Pursuant to Section 287.05701 of the Florida Statutes, vendors are notified that the City as a local government in Florida, is prohibited from requesting documentation of or considering a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor, and from giving a preference based upon such interests.

**NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.**

## **6. SPECIAL TERMS AND CONDITIONS**

### **6.1. CONDITION AND PACKAGING**

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be fresh and non-expired product. Expired product shall be removed and replaced at each service day.

### **6.2. AVAILABILITY OF PARTS/SERVICE FACILITIES**

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Respondent to maintain a sufficient line of parts to service the equipment may be cause for rejection of the submittal/response.

### **6.3. REPORTING**

The Respondent shall report sales and usage data to the City on an Monthly basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Reporting period
- Department/Division/Location name
- Items description
- Quantity
- Unit price
- Extended price
- Total purchase amounts for the Month
- Revenue (10%) to the City

Submission of requested Reports is the responsibility of the Respondent, without prompting or notification by the City. The Respondent will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Respondent to develop the approved electronic format and content of the Contract Sales Reports to be used by the Respondent.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

### **6.4. LOCAL REPRESENTATIVES**

Your firm must be able to provide a local representative for service and technical assistance on a schedule or on an "as needed basis." This is to ensure that items are not expired and the machines are not without products.

#### 6.5. RECIPROCAL LOCAL PREFERENCE

In the event the lowest responsive and responsible response to any Request for Quotation is by a Respondent whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Respondent whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Respondent having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Respondent has its principal place of business.

#### 6.6. PRICE ADJUSTMENT

For any renewal (i.e., years four through six of the Contract), the Contractor may petition the Chief Procurement Officer (CPO) in writing prior to renewal for consideration of a price adjustment if the Consumer Price Index referenced below has increased for the contract term immediately preceding the start of the renewal period. The annual adjustment requested shall not exceed the lesser of the change in the \_\_\_\_ index during the preceding contract term and \_\_\_\_\_ percent (\_\_\_\_). The decision to grant the request for a price adjustment, in part or in whole, shall be made by the CPO in the CPO's sole discretion and communicated to the Contractor prior to renewal.

The \_\_\_\_\_ Index to be used for consideration of requested price adjustments ("\_\_\_\_ Index") shall be the Bureau of Labor Statistics \_\_\_\_\_ Price Index (\_\_\_\_) – All Urban Consumers, No Seasonally Adjusted, South Urban, All Items. The monthly index used shall be (month).

In the event that the Contractor has requested and received a price adjustment for any renewal period based upon an increase in the \_\_\_\_\_ Index as set forth above, the City, in its sole discretion upon notice to the Contractor prior to renewal for a subsequent renewal period, shall be entitled to a price adjustment based upon the \_\_\_\_\_ Index should the \_\_\_\_\_ Index for a subsequent calendar year show a decrease.

#### 6.7. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer's Liability
- Comprehensive Automobile Liability
- Commercial General Liability
- Professional Liability
- Cyber Liability Coverage

## **7. ELECTRONIC PRICING FORM(S) INSTRUCTIONS**

The City of Orlando Procurement and Contracts Division has implemented an electronic pricing system to streamline solicitation responses.

All responsive Respondents to this solicitation must submit electronic submittals/responses. Paper responses will be deemed non-responsive.

### **7.1. PRICING INSTRUCTIONS**

- A. Once you have logged into your OpenGov account, go to the solicitation in which you want to bid/participate on. Then click on "Draft Response," complete the information requested, upload your bid/quote/submittal, along with all required attachments, and submit.
- B. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.
- C. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

## **8. VIRTUAL OPENING**

**JOIN THE VIRTUAL BID OPENING:** Thursday, February 8, 2024 TIME: 2:00 PM at the location stated in the Introduction Section.

### **INSTRUCTIONS:**

#### **A. Select a method to join.**

1. Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit:  
<https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4>

#### **B. Choose your device and download Teams.**

1. Go to <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app> and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost.
2. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

#### **C. Provide live public comment**

1. An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

## 9. VENDOR QUESTIONNAIRE

The following questionnaire is to be completed by the Respondent. The Respondent warrants its response to this Solicitation to be fully disclosed and correct.

Compliance with all requirements will be solely the responsibility of the Respondent. Failure to provide requested information may result in disqualification of response.

If a question is not applicable, so indicate by writing "N/A"

### 9.1. [DUNS Number \(Dun & Bradstreet\)\\*](#)

\*Response required

### 9.2. [Experience: \\*](#)

Years in Business:

*Maximum response length: 10 characters*

\*Response required

### 9.3. [Experience: \\*](#)

Years in business under this name:

*Maximum response length: 10 characters*

\*Response required

### 9.4. [Experience: \\*](#)

Years performing this type of work:

*Maximum response length: 5 characters*

\*Response required

### 9.5. [Local Service Facility\\*](#)

Name of local service center.

\*Response required

### 9.6. [Local Service Facility\\*](#)

Address of local service center. **(Please include City, County, and Zip code)**

\*Response required

### 9.7. [Point of Contact\\*](#)

Contact Name and telephone number:

\*Response required

### 9.8. [Discount Payment Terms \(if any\)?\\*](#)

Provide percentage (%) of discount payment terms, if applicable.

*Maximum response length: 5 characters*

\*Response required

9.9. [Discount Payment Terms if paid within \\_\\_\\_\\_\\_ days after receipt of invoice, if applicable.\\*](#)

Enter number of days, if discount is applicable.

*Maximum response length: 10 characters*

\*Response required

9.10. [The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? \(check one\)\\*](#)

- J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)
- ACH – Automated Clearing House (net 30)
- Check (net 45)

\*Response required

9.11. [Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?\\*](#)

- Yes
- No

\*Response required

9.12. [Recycled Content:](#)

Please indicate the percentage \_\_\_\_\_% of recycled material contained in the supplied items, if applicable.

*Maximum response length: 10 characters*

9.13. [Recycled Content:\\*](#)

Is your product packaged/shipped in material containing recycled content?

- Yes
- No

\*Response required

9.14. [Authorized Signatories](#)

The Respondent represents that the following persons are authorized to sign responses/submittals, and/or sign contracts and related documents to which the Respondent will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

9.14.1. [Type in company's name\\*](#)

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The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.

\*Response required

**9.14.2. *Authorized Signatories\****

Please Indicate Name or Names of Authorized Signatories.

\*Response required

**9.14.3. *Authorized Signatories\****

Please Indicate Title or Titles of Authorized Signatories.

\*Response required

**9.14.4. *Authorized Signatories\****

Please Indicate Principal or Authorized Authority.

\*Response required

**9.15. Required Forms**

**9.15.1. *ADDENDUM RECEIPT VERIFICATION\****

Bidders must acknowledge all issued addenda by confirming below. Failure to acknowledge may result in a non-responsive bid.

The failure of a Bidder to submit/confirm acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

The undersigned acknowledges receipt of all issued addenda:

Please confirm

\*Response required

**9.15.2. *CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES\****

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the



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Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Please confirm

\*Response required

*9.15.3. References Form\**

Please download the document below, complete, and upload.

- [Attachment A - References.pdf](#)

\*Response required

*9.15.4. Respondent's Certification Form\**

Please download the below document, complete, sign, notarize, and upload.

- [Attachment B - Respondent's...](#)

\*Response required

*9.15.5. Contract and Acceptance Form\**

Please download the document below, complete, signed, notarized, and upload.

- [Attachment C - Contract and...](#)

\*Response required

*9.15.6. Conflict of Interest Disclosure Form \**

Please download the below document, complete, sign, and upload.

- [Attachment D - Conflict of ...](#)

\*Response required

*9.15.7. Confidential and/or Proprietary Information Exemption Form\**

Please download the document below, complete, and upload.

- [Attachment E - Conf & Prop ...](#)

\*Response required

**9.15.8. *Minority/Women Owned Business Enterprise Participation Form\****

Please download the document below, complete, and upload.

- [Attachment F - MWBE Form.pdf](#)

\*Response required

**9.15.9. *Veteran Business Enterprise Participation Form\****

Please download the document below, complete, and upload.

- [Attachment G - VBE Form.pdf](#)

\*Response required

**9.15.10. *W-9 Form\****

Upload signed copy of Respondent's most current W-9 .

\*Response required

**9.15.11. *Proof of Insurance\****

Upload copy of Respondent's Certificate of Insurance.

\*Response required

## 10. PRICING PROPOSAL

The City of Orlando Procurement and Contracts Division has implemented an electronic pricing system to streamline solicitation responses. All responsive Respondents to this solicitation must submit electronic submittals/responses. Paper responses will be deemed non-responsive.

Although the City generally awards contracts based on a "lump sum" basis to the responsive and responsible Respondent submitting the lowest total response/bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Respondents must submit with their submittals, all pricing and clearly indicating which items are submitted and which are not. Failure to submit these information may render such submittals/responses non-responsive.

All prices must be firm for the delivery schedule quoted herein. All prices shall be F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the Solicitation.

### PRICING TAB

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices. The quantities on the following Products will be used for bid comparison purposes only and should not be construed to indicate actual quantities to be sold. The unit price bid on these items will be used as the product pricing on the contract and cannot be changed without prior approval of the City. (THERE IS A 10% COMMISSION PAYMENT TO THE CITY FROM THE PRICES BIDS. YOUR BID SHALL INCLUDE THE COMMISSION.)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Soft Drinks, Tea, etc., 12 oz. Cans	5,000	Each		
2	Soft Drinks, Tea, etc., 20 oz. Bottles	5,000	Each		
3	Juice, 15.5 oz. Bottle	5,000	Each		
4	Water, 20 oz. Bottle	5,000	Each		
5	Sports Drinks, 20 oz. Bottle	10,000	Each		
6	Protein Drinks	500	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Candy	30,000	Each		
8	Large Chips	4,000	Each		
9	Small Chips	4,000	Each		
10	Pastries	1,000	Each		
11	Protein Bars	500	Each		
12	Cookies	1,000	Each		
13	Crackers	1,000	Each		
14	Nuts	1,000	Each		
15	Mints, Lifesavers, etc.	1,000	Each		
<b>TOTAL</b>					

**EXHIBIT "1"**  
**Last Two Year Revenue Data (2021-2022)**

**2021**

<b>JANUARY</b>	<b>\$769.79</b>
<b>FEBRUARY</b>	<b>\$976.80</b>
<b>MARCH</b>	<b>\$1,068.26</b>
<b>APRIL</b>	<b>\$1,314.38</b>
<b>MAY</b>	<b>\$1,076.57</b>
<b>JUNE</b>	<b>\$1,202.23</b>
<b>JULY</b>	<b>\$1,474.33</b>
<b>AUGUST</b>	<b>\$1,163.42</b>
<b>SEPTEMBER</b>	<b>\$1,395.57</b>
<b>OCTOBER</b>	<b>\$1,192.76</b>
<b>NOVEMBER</b>	<b>\$1,225.15</b>
<b>DECEMBER</b>	<b>\$1,266.71</b>
<b>TOTAL</b>	<b>\$12,859.26</b>

**2022**

<b>JANUARY</b>	<b>\$1,266.71</b>
<b>FEBRUARY</b>	<b>\$883.71</b>
<b>MARCH</b>	<b>\$1,084.09</b>
<b>APRIL</b>	<b>\$1,504.59</b>
<b>MAY</b>	<b>\$1,315.19</b>
<b>JUNE</b>	<b>\$1,131.47</b>
<b>JULY</b>	<b>\$1,626.44</b>
<b>AUGUST</b>	<b>\$1,405.37</b>
<b>SEPTEMBER</b>	<b>\$1,056.38</b>
<b>OCTOBER</b>	<b>\$1,217.00</b>
<b>NOVEMBER</b>	<b>\$1,028.74</b>
<b>DECEMBER</b>	<b>\$1,042.90</b>
<b>TOTAL</b>	<b>\$14,562.59</b>

**Exhibit "2" - CURRENT VENDING MACHINE LOCATIONS**

CITY FACILITY	ADDRESS	SNACK MACHINE	DRINK MACHINE
<b>Orlando Police and Fire Department</b>			
OPD Gun Range	100 Andes Ave.	0	1
OPD Primrose Park	595 N. Primrose Ave.	0	1
OPD Raleigh St. Substation	6441 Raleigh St.	0	1
OPD South St. Substation	1214 E. South St.	0	1
OPD Northwest Substation	2324 N. Orange Blossom Tr.	0	1
EOC 911 Call Center & Press Room	110 George DeSalvia Ave.	1	1
<b>Orlando City Hall</b>			
First Floor	400 S. Orange Ave.	1	1
Second Floor	400 S. Orange Ave.	1	1
Third Floor	400 S. Orange Ave.	0	1
Fourth Floor	400 S. Orange Ave.	1	1
Fifth Floor	400 S. Orange Ave.	1	1
Sixth Floor	400 S. Orange Ave.	1	0
Seventh Floor	400 S. Orange Ave.	0	1
Eighth Floor	400 S. Orange Ave.	0	1
Nineth Floor	400 S. Orange Ave.	1	1
Loading Dock in Garage	460 Boone Avenue	0	1
<b>Parks and Recreation Divisions</b>			
College Park Recreation Center	2393 Elizabeth Ave.	1	1
Colonialtown Recreation Center	1515 Lake Highland Dr.	1	1
Dover Shores Recreation Center	1400 Gaston Foster Rd.	1	1
Downtown Recreation Center	649 W. Livingston St.	1	1
Englewood Recreation Center	6123 La Costa Dr.	0	1
Jackson Recreation Center	1002 Carter St.	0	1
Northwest Recreation Center	3955 W D Judge Dr.	0	1
Wadeview Recreation Center	2177 Summerlin Ave.	0	1
Primrose Park Recreation Center	595 N. Primrose Dr.	1	1
Dr. Smith Recreation Center	1723 Bruton Blvd.	0	1
Claudia Allen Senior Center	1840 Mable Butler Ave.	1	1
Beardall Senior Center	800 S. Delaney Ave.	1	1
Packing District Tennis Center	2055 W. New Hampshire St.	1	1
Bill Frederick Park Gate House/RV Park	3401 S. Hiawassee Rd.	0	2
Skate Park	400 Festival Way	0	2
Parks & Maintenance Office/Shop	1206 Columbia St.	0	2
<b>Other City Loctions</b>			
Harry P. Leu Gardens House/Service Building	1920 N. Forest Ave.	0	3
Code Enforcement	185 George DeSalvia Way	1	1
Fleet Management Admin/Building H	1010 Westmoreland Dr.	1	2
City Public Parking/Central Parking Division	53 West Central Blvd.	1	1
Solid Waste & St. & Drainage	1028/1030 Woods Ave.	1	1
Water Conserve II Admin	5420 L. B. McLeod Rd.	2	2
Patio/FM368/Maintenance			
<b>TOTAL NUMBER OF MACHINES</b>		<b>21</b>	<b>44</b>

Notes: Drink machines consist of a variety of cans or plastic, Coke and/or Pepsi, etc...

OPD Headquarters - 1250 W. South St. consists of an Unattended Vending Service

# OPD – UNATTENDED MINI MARKET

## 1. **CONTRACTOR’S RESPONSIBILITIES:**

The City grants to Contractor, as an independent contractor, the right to provide cashless self checkout kiosk services (collectively, the Services) and to install vending and other related equipment (collectively, the Equipment) (Exhibit “B”) to dispense food, beverage, and sundry products supplied by Contractor (Products) at the sites and facilities described on the signature page (Premises). Contractor will install, maintain, and service the Equipment in a sanitary manner in accordance with industry standards and all federal, state, and local laws. City has no right, title, or interest to Equipment or Products, and shall not assert or disturb rights, title, or interest to any Equipment, inventory, or other property furnished or installed by Contractor on the Premises. Except to the extent necessary in connection with Services provided hereunder, City shall not otherwise operate, remove, or tamper with such Equipment, Products, or other property. City shall be responsible for any damage to the Equipment or Product that results in a total loss of the Equipment or Product, or arises out of a major incident at the Premises, caused by the willful misconduct or negligent acts or omissions of City, its agents, or employees. In the event that a piece of Equipment is not generating an appropriate volume of Net Vending Sales or revenues, Contractor may, at its sole discretion:

- (i) remove such piece of Equipment;
- (ii) implement a subsidy arrangement upon the mutual agreement of the parties; or
- (iii) convert the Unattended Vending Services to Vending Services.

## 2. **CITY’S RESPONSIBILITIES:**

### A. Furnished by the City

The City will furnish Contractor, at no cost to Contractor, with the necessary space, trash removal, extermination services, and utilities to permit the sanitary operation of the Services. The City will provide a reasonably secure area within the Premises for the installation of the Equipment.

### B. Utility Disruptions

In the event that there is a disruption in utilities the City will notify Contractor as soon as the City becomes aware of such disruption. City will maintain its Premises and service the



# OPD – UNATTENDED MINI MARKET

areas around the Equipment in a sanitary manner in accordance with industry standards and all federal, state, and local laws.

C. Contractor Employee Access

City will provide Contractor employees the necessary access (and if required, necessary security access) and sufficient time to properly service and maintain the Equipment.

### 3. **INFORMATION TECHNOLOGY:**

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by the City (Non-City Systems), which may need to interface with or connect to City's networks, internet access, or information technology systems (City Systems). Contractor shall be responsible for all Non-City Systems, and City shall be solely responsible for City Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (Data Protection Rules). If Non-City Systems interface with or connect to City Systems, then City agrees to implement forthwith upon request from Contractor, at its own expense, the changes to the City Systems that Contractor reasonably requests and believes are necessary or prudent to ensure Contractor's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

### 4. **NETWORK REQUIREMENTS:**

A. Cable Modem

A cable modem is required to connect the Point of Sale (POS) kiosk using CAT-5 cable. A minimum of one week lead time is needed to order the cable modem through Spectrum. The Orlando Police Department (OPD) will coordinate with the City's Technology Management (TM) Division to order the modem upon receipt of the UVS delivery.

B. Troubleshooting Point of Contact

The Vendor shall be the first point of contact and will handle any troubleshooting regarding the UVS. They receive an alert whenever there is a problem with the machines; they dispatch a technician to the site for troubleshooting. If assistance is needed regarding

# OPD – UNATTENDED MINI MARKET

the cable modem or connectivity the Vendor will reach out to the designated point person at OPD to reach out to Bright House Networks (or current internet provider) to send a technician to further investigate the issue.

- C. The UVS Equipment will not be connected to the City's network.
- D. Exhibit "D" contains the G2 Kiosk Technical Network Requirements

## 6. UNATTENDED VENDING SERVICES INVESTMENT:

The parties acknowledge and agree that Contractor is investing funds to purchase the Unattended Vending Services Equipment, which Equipment is unique to City's Premises and the services requested by City. Therefore, in the event that the Agreement is terminated by either party prior to the expiration of the Initial Term, and irrespective of the fact that Contractor is to retain title to the Unattended Vending Services Equipment and will remove such Equipment from the Premises upon termination, City is liable for and promises to pay to Contractor an amount equal to Zero Dollars (\$0) as an early termination fee.

## 7. FINANCIAL ARRANGEMENTS

### A. Product List and Pricing

The "Stand Alone Vending Standard Product List" is set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Contractor shall meet with the City's Real Estate Division Manager, or designee, to approve in writing the final City product list and unit prices. Said meeting shall be held prior to Unattended Vending Services Equipment and Product being furnished and installed on City Premises.

### B. Pricing

Refer to Section II (E) of the Agreement for Pricing. The User Fee per Section II (E) shall be inapplicable to the Unattended Vending Services provided under this Agreement.

### C. Changes to Product List and Pricing

All subsequent changes to the City product list and unit prices shall be approved in writing by the City's Real Estate Division Manager, or designee.

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# OPD – UNATTENDED MINI MARKET

## EXHIBIT “B”

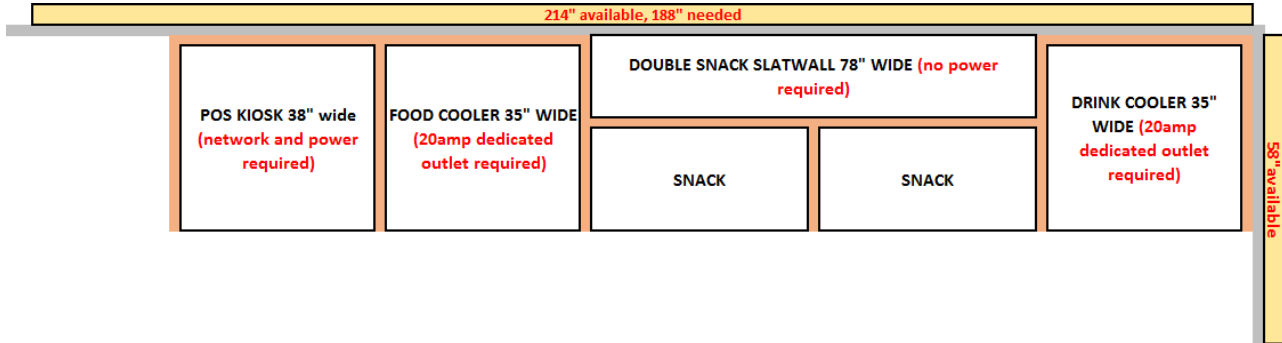


## STAND ALONE VENDING LAYOUT FOR OPD HEADQUARTERS

# OPD – UNATTENDED MINI MARKET

## EXHIBIT “B”

### STAND ALONE VENDING LAYOUT FOR OPD HEADQUARTERS



# OPD

# OPD – UNATTENDED MINI MARKET

## EXHIBIT “C”



### **UNATTENDED VENDING SERVICES STANDARD PRICE & PRODUCT LIST**

# OPD – UNATTENDED MINI MARKET

## EXHIBIT “C”

### UNATTENDED VENDING SERVICES STANDARD PRICE & PRODUCT LIST

Name	Category
5 Hour Energy Berry (1.93oz)	BEVERAGE
5 Hour Energy Extra Strength Berry (1.93oz)	BEVERAGE
Alterra Coffee Double Pack	BEVERAGE
Alterra Coffee Single Pack	BEVERAGE
Amp Energy Boost Cherry (16oz)	BEVERAGE
Amp Energy Boost Original (16oz)	BEVERAGE
Aquafina (20oz)	BEVERAGE
Bright Tea Co. Single Pack	BEVERAGE
Cherry Coke (20oz)	BEVERAGE
Cherry Coke Zero (20oz)	BEVERAGE
Coca Cola Classic (20oz)	BEVERAGE
Coca Cola Zero (20oz)	BEVERAGE
DairyPure 2% Reduced Fat Milk (16oz)	BEVERAGE
DairyPure Whole Milk Vitamin D (16oz)	BEVERAGE
Diet Coke (20oz)	BEVERAGE
Diet Dr Pepper (20oz)	BEVERAGE
Diet Mountain Dew (20oz)	BEVERAGE
Diet Pepsi (20oz)	BEVERAGE
Dr Pepper (20oz)	BEVERAGE
Fanta Grape (20oz)	BEVERAGE
Fanta Orange (20oz)	BEVERAGE
Fanta Pineapple (20oz)	BEVERAGE
FLAVIA Hot Chocolate Single Pack	BEVERAGE
Gatorade Cool Blue (20oz)	BEVERAGE
Gatorade Fruit Punch (20oz)	BEVERAGE
Gatorade G2 Grape (20oz)	BEVERAGE
Gatorade Lemon Lime (20oz)	BEVERAGE
Gatorade Orange (20oz)	BEVERAGE
Glaceau Smart Water (20oz)	BEVERAGE
Honest Tea Fair Trade Organic Peach Tea (16.9oz)	BEVERAGE
Honest Tea Honey Green Tea (16.9oz)	BEVERAGE
Lipton Green Tea with Citrus (20oz)	BEVERAGE

# OPD – UNATTENDED MINI MARKET

Name	Category
Lipton Iced Tea with Lemon (20oz)	BEVERAGE
McArthur TruMoo Chocolate 1% Milk (16oz)	BEVERAGE
Minute Maid Fruit Punch (20oz)	BEVERAGE
Minute Maid Lemonade (20oz)	BEVERAGE
Monster Energy (16oz)	BEVERAGE
Monster Energy Zero Ultra (16oz)	BEVERAGE
Mountain Dew (20oz)	BEVERAGE
Mountain Dew Code Red (20oz)	BEVERAGE
Mountain Dew Voltage (20oz)	BEVERAGE
Mountain Dew White Out (20oz)	BEVERAGE
Mug Root Beer (20oz)	BEVERAGE
Muscle Milk Nutritional Shake Chocolate (14oz)	BEVERAGE
Muscle Milk Nutritional Shake Vanilla Creme (14oz)	BEVERAGE
Nestle Pure Life Purified Water (.5ltr)	BEVERAGE
Ocean Spray 100% Apple Juice (15.2oz)	BEVERAGE
Ocean Spray 100% Orange Juice (15.2oz)	BEVERAGE
Ocean Spray Cranberry Cocktail (15.2oz)	BEVERAGE
Ocean Spray Cranberry Grape (15.2oz)	BEVERAGE
Ocean Spray Ruby Red Grapefruit (15.2oz)	BEVERAGE
Pepsi (20oz)	BEVERAGE
Propel Zero Kiwi Strawberry (20oz)	BEVERAGE
Red Bull Energy Drink (8.4oz)	BEVERAGE
Red Bull Sugar Free Energy Drink (8.4oz)	BEVERAGE
Schweppes Ginger Ale (20oz)	BEVERAGE
Sprite (20oz)	BEVERAGE
Sprite Zero (20oz)	BEVERAGE
Starbucks Double Shot Mocha (15oz)	BEVERAGE
Starbucks Double Shot Vanilla (15oz)	BEVERAGE
Starbucks Frappuccino Mocha (9.5oz)	BEVERAGE
Starbucks Frappuccino Vanilla (9.5oz)	BEVERAGE
Tropicana Twister Orange Strawberry Banana Burst (20oz)	BEVERAGE
Tropicana Twister Strawberry Kiwi Cyclone (20oz)	BEVERAGE
Tropicana Twister Tropical Fruit Fury (20oz)	BEVERAGE
Vitamin Water Essential (20oz)	BEVERAGE
Vitamin Water Power C (20oz)	BEVERAGE

# OPD – UNATTENDED MINI MARKET

Name	Category
Vitamin Water XXX (20oz)	BEVERAGE
3 Musketeers (1.92oz)	CANDY
Clif Builders Chocolate Peanut Butter Bar (2.4oz)	CANDY
Dentyne Ice Arctic Chill Split2Fit (16piec)	CANDY
Dove Dark Chocolate Bar (1.44oz)	CANDY
Hershey Cookies n Cream (1.55oz)	CANDY
Hershey Milk Chocolate (1.55oz)	CANDY
Hershey Milk Chocolate with Almonds (1.45oz)	CANDY
Ice Breaker Sugar Free Sours (1.5oz)	CANDY
Kars Salted Cashews (1oz)	CANDY
Kars Sweet n Salty Trail Mix (2oz)	CANDY
Keebler Soft Batch Chocolate Chip Cookies (2.2oz)	CANDY
Kellogg Nutrigrain Apple Cinnamon Cereal Bar (1.3oz)	CANDY
Kellogg Nutrigrain Blueberry Cereal Bar (1.3oz)	CANDY
Kellogg Nutrigrain Strawberry Cereal Bar (1.3oz)	CANDY
Kellogg Special K Chocolate Peanut Butter Protein Bar (1.59oz)	CANDY
Kellogg Special K Red Berries Strawberry Bar (.81oz)	CANDY
Kind Fruit & Nut Fruit & Nut Delight Bar (1.4oz)	CANDY
Kit Kat Big Kat (1.5oz)	CANDY
Lance Cream Cheese & Chives Captain Wafer (1.375oz)	CANDY
Lance Grilled Cheese Captains Wafers (1.375oz)	CANDY
Lance Nekot (1.75oz)	CANDY
Larabar Cherry Pie Bar (1.7oz)	CANDY
Lays Munchies Cheese Peanut Butter Cracker (1.42oz)	CANDY
Lays Munchies Peanut Butter Toast Cracker (1.42oz)	CANDY
M&M Peanut (1.74oz)	CANDY
M&M Plain (1.69oz)	CANDY
Milky Way (1.84oz)	CANDY
Nabisco Belvita Blueberry Breakfast Biscuits (1.76oz)	CANDY
Nabisco Belvita Golden Oat Breakfast Biscuits (1.76oz)	CANDY
Nabisco Fat Free Fig Newtons (2.1oz)	CANDY
Nature Valley Crunchy Oats and Honey (1.5oz)	CANDY
Nature Valley Protein Chewy Peanut Butter Dark Chocolate (1.42oz)	CANDY
Orbit Cinnamon Gum (14piec)	CANDY



# OPD – UNATTENDED MINI MARKET

Name	Category
Oreo (1.8oz)	CANDY
PayDay (1.85oz)	CANDY
Planters Salted Peanuts (2oz)	CANDY
Quaker Chewy Chocolate Chip (1.48oz)	CANDY
Reeses Peanut Butter Cups (1.5oz)	CANDY
Skittles Original Fruit (2.17oz)	CANDY
Skout Blueberry Almond Trailbar (1.8oz)	CANDY
Snackwells Vanilla Creme Sandwich Cookies (1.7oz)	CANDY
Snickers (1.86oz)	CANDY
Starburst Original Fruit Chews (2.07oz)	CANDY
Starburst Tropical Fruit Chews (2.07oz)	CANDY
Think Thin Brownie Crunch Bar (2.1oz)	CANDY
Tic Tac Freshmints (1oz)	CANDY
Tic Tac Orange (1oz)	CANDY
Trident Original (18piec)	CANDY
Trident Splash Strawberry Lime (9 Stick)	CANDY
Trident Tropical Twist (18stk)	CANDY
Twix (1.79oz)	CANDY
Wonderful Pistachios (1oz)	CANDY
Wrigley's 5 Cobalt Peppermint (15stk)	CANDY
Wrigley's 5 Rain Spearmint (15stk)	CANDY
Wrigley's Altoids Peppermint (1.76oz)	CANDY
Wrigley's Winterfresh Gum (15stk)	CANDY
Bumble Bee Chicken Salad with Crackers (3.5oz)	GENERAL MDSE
Bumble Bee Tuna Salad with Crackers (3.5oz)	GENERAL MDSE
Dinty Moore Beef Stew Bucket (7.5oz)	GENERAL MDSE
Dole Mandarin Oranges (7oz)	GENERAL MDSE
Dole Tropical Fruit (7oz)	GENERAL MDSE
Fruit - Banana	GENERAL MDSE
Fruit - Orange	GENERAL MDSE
Honey Nut Cheerios (1.8oz)	GENERAL MDSE
Hormel Chili with Beans Bucket (7.5oz)	GENERAL MDSE
Hormel Compleats Chicken & Rice (10oz)	GENERAL MDSE
Hot Pockets Breakfast Sausage, Egg & Cheese (4oz)	GENERAL MDSE
Jimmy Dean Sausage Biscuit Twin #10325 (3.4oz)	GENERAL MDSE

# OPD – UNATTENDED MINI MARKET

Name	Category
Jimmy Dean Sausage, Egg & Cheese Croissant (4.5oz)	GENERAL MDSE
Kellogg Frosted Flakes (2.1oz)	GENERAL MDSE
Kraft Macaroni & Cheese Original (2.05oz)	GENERAL MDSE
Michelin's Lean Gourmet Chicken Alfredo Florentine (8oz)	GENERAL MDSE
Michelin's Lean Gourmet Five Cheese Lasagna (8oz)	GENERAL MDSE
Michelin's Lean Gourmet Shrimp with Pasta & Vegetables (8oz)	GENERAL MDSE
Michelin's Lean Gourmet Swedish Meatballs (8.5oz)	GENERAL MDSE
Michelin's Macaroni & Cheese (8oz)	GENERAL MDSE
Michelin's Pepperoni Pizza Roll (6oz)	GENERAL MDSE
Michelin's Salisbury Steak (8oz)	GENERAL MDSE
Nathan's Beef Hot Dog #0671 (3.5oz)	GENERAL MDSE
Nissin Cup-O-Noodles Chicken Soup (2.25oz)	GENERAL MDSE
Nissin Noodles Beef Flavor (2.25oz)	GENERAL MDSE
Nutella & Go (1.8oz)	GENERAL MDSE
Nutella & Go with Pretzel (1.9oz)	GENERAL MDSE
Pierre Boneless Buffalo Style Bites #A1395 (5oz)	GENERAL MDSE
Quaker Instant Oatmeal Apple & Cinnamon (1.51oz)	GENERAL MDSE
Quaker Instant Oatmeal Maple & Brown Sugar (1.69oz)	GENERAL MDSE
White Castle Cheeseburger (3.66oz)	GENERAL MDSE
White Castle Hamburger (3.16oz)	GENERAL MDSE
Blue Bunny BIG Mississippi Mud Ice Cream Bar (6oz)	ICE CREAM
Blue Bunny Chips Galore Ice Cream Sandwich (4.5oz)	ICE CREAM
Blue Bunny Chocolate Eclair Bar (4oz)	ICE CREAM
Blue Bunny Cookies 'n Cream Ice Cream Sandwich (4.5oz)	ICE CREAM
Blue Bunny FrozFruit Chunky Mango Bar (4oz)	ICE CREAM
Blue Bunny FrozFruit Chunky Strawberry Bar (4oz)	ICE CREAM
Blue Bunny Heath Bar (4oz)	ICE CREAM
Blue Bunny King Size Strawberry Shortcake Bar (4oz)	ICE CREAM
Blue Bunny Neapolitan Ice Cream Sandwich (6oz)	ICE CREAM
Blue Bunny Vanilla Ice Cream Sandwich (6oz)	ICE CREAM
Blue Bunny Vanilla Nutty Sundae Cone (4.3oz)	ICE CREAM
Snickers Ice Cream Bar (2.8oz)	ICE CREAM
Austin Zoo Animal Crackers (2oz)	LG SNACKS
Brookside Dark Chocolate Acai Blueberry (3oz)	LG SNACKS

# OPD – UNATTENDED MINI MARKET

Name	Category
Brookside Dark Chocolate Pomegranate & Fruit Flavors (3oz)	LG SNACKS
Bugles Original (1.5oz)	LG SNACKS
Butterfinger Minis (3.5oz)	LG SNACKS
Cheetos Cheddar Jalapeno (2oz)	LG SNACKS
Cheetos Crunchy (2oz)	LG SNACKS
Cheetos Flamin' Hot (2oz)	LG SNACKS
Cheezits (2oz)	LG SNACKS
Chester Fries Flamin' Hot (1.75oz)	LG SNACKS
Chex Mix Traditional (1.75oz)	LG SNACKS
Cougar Mountain Original Chocolate Chunk Cookie (3.5oz)	LG SNACKS
Doritos Cool Ranch (1.75oz)	LG SNACKS
Doritos Nacho Cheese (1.75oz)	LG SNACKS
Famous Amos Chocolate Chip Cookies (3oz)	LG SNACKS
Food Should Taste Good Cheddar Tortilla Chips (1.5oz)	LG SNACKS
Food Should Taste Good Multigrain Tortilla Chips (1.5oz)	LG SNACKS
Fritos (2oz)	LG SNACKS
Fritos Flavor Twists with Honey BBQ (2oz)	LG SNACKS
Funyuns (1.25oz)	LG SNACKS
Gardettos Original Snack Mix (1.75oz)	LG SNACKS
Grandmas Mini Vanilla Cream Cookies (3.71oz)	LG SNACKS
Hershey's Kisses (3.5oz)	LG SNACKS
Hershey Milk Duds (3oz)	LG SNACKS
Jack Links Small Batch Original Beef Jerky (2.25oz)	LG SNACKS
Jack Links Small Batch Peppered Beef Jerky (2.25oz)	LG SNACKS
Jack Links Small Batch Teriyaki Beef Jerky (2.25oz)	LG SNACKS
Kars Unsalted Nut 'n Yogurt Trail Mix (2oz)	LG SNACKS
Keebler Right Bite Fudge Stripe Mini (2oz)	LG SNACKS
Kellogg Pop Tarts Frosted Strawberry (3.67oz)	LG SNACKS
Kellogg Rice Krispies Treats (2.13oz)	LG SNACKS
Kettle Chips Honey Dijon (1.5oz)	LG SNACKS
Knotts Berry Strawberry Shortbread Cookie (3oz)	LG SNACKS
Lays BBQ (1.5oz)	LG SNACKS
Lays Kettle Cooked Mesquite BBQ (1.375oz)	LG SNACKS
Lays Quaker Baked Cheddar Snack Mix (1.75oz)	LG SNACKS
Lays Regular Chips (1.5oz)	LG SNACKS

# OPD – UNATTENDED MINI MARKET

Name	Category
Lays Salt & Vinegar (1.5oz)	LG SNACKS
Lays Sour Cream & Onion Chips (1.5oz)	LG SNACKS
Nabisco Wheat Thins Popped Sour Cream and Onion (.8oz)	LG SNACKS
Nestle Raisinets (3.5oz)	LG SNACKS
Oreos Mini (3oz)	LG SNACKS
Oven Baked Lays BBQ (1.125oz)	LG SNACKS
Oven Baked Lays Original (1.125oz)	LG SNACKS
Oven Baked Lays Sour Cream & Onion (1.125oz)	LG SNACKS
Pepperidge Farm Goldfish Cheddar Cheese (1.5oz)	LG SNACKS
Pepperidge Farm Milano Cookie Chocolate (1.5oz)	LG SNACKS
Popchips Original Sea Salt (.8oz)	LG SNACKS
Popchips Sea Salt & Vinegar (.8oz)	LG SNACKS
Pringles Cheddar Cheese (1.41oz)	LG SNACKS
Pringles Original (1.3oz)	LG SNACKS
Pringles Sour Cream and Onion (1.41oz)	LG SNACKS
Ritz Bitz Cheese Bits (3oz)	LG SNACKS
Roberts Pirates Booty with Aged White Cheddar (.75oz)	LG SNACKS
Rold Gold Tiny Twists Pretzels (2oz)	LG SNACKS
Ruffles Cheddar Sour Cream (1.5oz)	LG SNACKS
Slim Jim Original (.97oz)	LG SNACKS
Smartfood White Cheddar Popcorn (.625oz)	LG SNACKS
Snyders Honey Mustard Onion Pretzel Pieces (2.25oz)	LG SNACKS
Sour Patch Kids (3.5oz)	LG SNACKS
Sun Chips Garden Salsa (1.5oz)	LG SNACKS
Swedish Fish (5oz)	LG SNACKS
TGIF Cheddar Bacon Potato Skins (1.75oz)	LG SNACKS
Twizzlers Strawberry (5oz)	LG SNACKS
Welchs Mixed Fruit Snacks (2.25oz)	LG SNACKS
Halls Mentho Lyptus Triple Soothing Action (Pack of 9)	OTHER PRODUCTS
Broad Street Bakery Cinnamon Supreme Danish (5oz)	PASTRY
Mrs. Freshleys Chocolate Cupcakes (4.oz)	PASTRY
Mrs. Freshleys Doughnut Sticks (3oz)	PASTRY
Mrs. Freshleys Jumbo Glazed Honey Bun (4oz)	PASTRY
Mrs. Freshleys Powdered Donut (3oz)	PASTRY
Mrs. Freshleys Round Cheese Danish (4oz)	PASTRY

# OPD – UNATTENDED MINI MARKET

Name	Category
Otis Spunkmeyer Apple Cinnamon Muffin (4oz)	PASTRY
Otis Spunkmeyer Banana Nut Muffin (4oz)	PASTRY
Otis Spunkmeyer Chocolate Chip Muffin (4oz)	PASTRY
Otis Spunkmeyer Chocolate Chip Muffin (4oz)	PASTRY
Otis Spunkmeyer Wild Blueberry Muffin (4oz)	PASTRY
Otis Spunkmeyer Chocolate Chip Muffin (4oz)	PASTRY
Otis Spunkmeyer Chocolate Chip Muffin (4oz)	PASTRY
Otis Spunkmeyer Wild Blueberry Muffin (4oz)	PASTRY

**EXHIBIT "D"**



**UNATTENDED VENDING SERVICES  
G2 KIOSK TECHNICAL NETWORK REQUIREMENTS**

# EXHIBIT “D”

## UNATTENDED VENDING SERVICES

### G2 KIOSK TECHNICAL NETWORK REQUIREMENTS

#### Purpose

The following document provides all essential networking, port, and IP requirements for a network engineer to make necessary changes to a host network. All the following Fully Qualified Domain Names (FQDN) or specific IP address listed below are required for the kiosk to function correctly.

#### Network Requirements

All connections are initiated from the kiosk and the below FQDN, IP's, and Ports need to be open for outgoing bidirectional communication. Remote viewing of DVR and cameras are the only exception to this rule (see below).

Service	Description	Destination FQDN/IP	Ports
SQL Server	Transfer of sales data	74.112.192.251, 74.112.192.135	1920
LogMeIn	Remote Administration	*.logmein.com  74.201.74.1 - 74.201.75.254 216.52.233.1 - 216.52.233.254 69.25.20.1 - 69.25.21.254 64.94.18.1 - 64.94.18.254 77.242.192.1 - 77.242.193.254 212.118.234.0 - 212.118.234.254 64.74.103.0 - 64.74.103.254 64.94.46.0 - 64.94.47.254	443, 12975, 32976, 17771
Payments	Credit Card Processing	*.911software.com, httpsprod.secureexchange.net, httpstest.secureexchange.net  69.89.25.150, 65.118.49.32, 12.130.236.228 (Subject to change based on processor)	80, 443
Payments	Certificate Authorities	*.thawte.com, *.geotrust.com, *.ws.symantec.com, *.verisign.com  199.7.48.0/20 - Verisign Net block (Individual IP's available upon request)	443
Cooler	Temperature Sensor	*.sensorgateway.com (sensorgateway.com, t1.sensorgateway.com, t2.sensorgateway.com) 69.167.52.133	3000
DVR	Remote Viewing (Inbound)	Port forwarding is necessary for remote viewing of DVR. This is an <b>inbound</b> connection mapped to the IP address of the kiosk. All communication is routed directly to the REVO camera system.	8016, 8116, 8200, 10019, 12088

Note: IP's subject to change without notice

## EXHIBIT "4"

### EXAMPLE - FRESH FOOD LIST

J&O PORK BANH MI WRAP	J&O BACON, EGG & CHEESE ON CROISSANT
J&O CHEF WITH RANCH	J&O PEPPERONI & CHEESE SNACKER
ITALIAN SHAKER	J&O SICILIAN GRINDER
GREEK SHAKER SALAD	J&O CHEESE, APPLE & PROTEIN SNACKER
J&O BBQ PULLED PORK WRAP	J&O BLACK FOREST HAM & CHEDDAR SUB
BIG BOY CUBAN	J&O BUFFALO CHICKEN TENDER WRAP
J&O CHICKEN CAESAR SALAD	J&O SUNRISE BREAKFAST TRAY
J&O THE COBB SALAD	CUBAN
J&O THE DELUXE GARDEN	EGG SALAD ON MULTI GRAIN W/SIDE
J&O FRUIT & CHEESE SNACKER	J&O VEGGIE & RANCH
J&O CLASSIC CLUB	J&O STRAWBERRIES & GRANOLA
J&O EL CUBANO	J&O EGG SALAD ON 12 GRAIN
J&O TURKEY & CHEDDAR BLT	J&O BLUEBERRIES & GRANOLA
J&O THE CLUB SUB	DOUBLE CHILI DOG
J&O TURKEY & SWISS CROISSANT WITH LETTUCE & TOMATO	DOUBLE CHEESEBURGER
J&O HAM & SWISS ON HONEY ROLL	J&O GRAPES & CHEESE
J&O SOUTHWEST CHICKEN WRAP	J&O SPICY BREAKFAST BURRITO
J&O PROTEIN SNACK PACK	J&O SOUTHERN BREAKFAST BISCUIT
J&O TURKEY & PROVOLONE ON 12 GRAIN	J&O CHORIZO BREAKFAST BURRITO
J&O SONOMA CHICKEN SALAD WRAP	J&O SAUSAGE BREAKFAST BURRITO
J&O THAI BEEF WRAP	J&O PB&J CRUNCH
J&O SESAME CHICKEN WRAP	J&O ITALIAN WEDGE
J&O VEGAN SNACKING TRAY	J&O CANTALOUPE
J&O THE CHICKEN CAESAR WRAP	J&O GRAPES
J&O HAWAIIAN HAM & CHEESE	J&O EGG, CHEDDAR & CRACKER SNACKER
J&O CHICKEN BLT WRAP	PT - CALZONE PEPPERONI
J&O CLASSIC ITALIAN	J&O FRESH FRUIT
J&O ROASTED TURKEY IN A TOMATO BASIL WRAP	J&O CHOCOLATE LAVA CAKE
J&O QUINOA VEGGIE WRAP	APPLE PIE TRIFLE
J&O THE CLUB WRAP	PT -YOGURT BLUEBERRY
J&O ROAST BEEF & HORSERADISH SUB	CHICKEN FILET SANDWICH
TURKEY & CHEDDAR WEDGE	PT - BURRITO BEEF & BEAN XXL
J&O BIG ITALY	J&O STRAWBERRY SHORTCAKE
J&O CHICKEN SALAD & LETTUCE ON 12 GRAIN	J&O OREO DELIGHT
THE LIL' GARDEN	J&O FRESH VEGGIE SNACKER
J&O TUNA SALAD ON 12 GRAIN WITH LETTUCE	SAUSAGE, EGG & CHEESE CROISSANT
J&O CHICKEN SALAD ON PREMIUM WHT.	PHILLY CHEESE STEAK
J&O TURKEY & CHEDDAR SUB	BBQ RIB SANDWICH
CHICKEN CAESAR WRAP W/SIDE	BACON CHEESEBURGER
BLACK FOREST HAM & SWISS ON MARBLE RYE W/SIDE	J&O DUNK N' MUNCH
J&O PINEAPPLE	PT - BAGEL W/CREAM CHEESE
	PT - CAKE CHOCOLATE
	PT - CAKE RED VELVET
	PT - PEPPERONI PIZZA 5"



**EXHIBIT "4"**  
**EXAMPLE - FRESH FOOD LIST**

PT - LUNCHABLES HAM/SWISS CRACKER  
PT - LUNCHABLES TURKEY/CHEDDAR CRACKER  
J&O SIMPLY EGGS  
BACON, EGG & CHEESE BISCUIT  
CHICKEN SALAD WEDGE  
EGG SALAD ON WHITE  
Ham Croquette  
HOT DOG  
GRILLED CHEESE  
HAM & CHEESE WEDGE  
TURKEY & SWISS WEDGE  
CHOCOLATE CHIP COOKIE 2 PACK  
OATMEAL RAISIN COOKIE 2 PACK  
SUGAR COOKIE 2 PACK  
BLUEBERRY MUFFIN

## EXHIBIT "5"

### EXAMPLE – PREPACKAGED FOODS

Meal Ravioli Beef MW	Hot Pocket Pizza Pepperoni 1/2lb
Meal Spaghetti w/Meatball MW	Hot Pocket Jalapeno Steak & Chs
Soup Chicken Noodle Chunky	Hot Pocket Cheeseburger
Soup Chili Roadhouse Beef&Bean	Chicken Pad Thai Bowl
Meal EasyMac Original Cups MW	Hot Pocket Ham & Cheese
Beanee Weenees Original	Hot Pocket Buffalo Chicken
Sausage Vienna	Pizza Pepperoni 6.5" Microwave
Meal Turkey & Dressing MW Tray	Hot Pocket Meatballs w/Mozzrl
Meal Beef Pot Roast Box	Buffalo Bites
Meal Completes Salisbury Steak	Chicken Bacon Ranch Piada
Meal Meatloaf w/Mshd Potato MW	Hot Pocket Philly Stk & Cheese
Meal Chicken Alfredo MW	Hot Pocket Pepperoni Pizza
Meal Chicken & Dumplings MW	Sandwich PBJ Grape Crustless
Meal Completes RstBf w/Msh Pot	Croissant Sausage Egg Cheese
Meal Chicken & Rice Tray	Wedge Smoked Ham & Cheese
Instant Lunch Chicken Flavor	Wedge Turkey & Chs on Wheat
Instant Lunch Beef Flavor	Wedge Albacore Tuna Salad
Instant Lunch Hot & Spicy Chic	Sandwich Italian Sub Artisan
Noodles Yakisoba Chicken	Wrap Chicken Caesar
Noodles Yakisoba Beef Teriyaki	Wrap Turkey Club
Noodles Bowl Hot Spicy Chicken	Wrap Buffalo Chicken
Noodles Beef Cup	Sandwich Spicy Chicken XXL
Noodles with Shrimp Cup	Quesadilla 3 Cheese
Noodles Cup Chicken	Quesadilla Chicken & Cheese
Oatmeal Instant Variety	Quesadilla Pork Carnitas
Oatmeal Maple Brown Sgr Express	Cheeseburger Charbroil XXL
Oatmeal Apple Cinnamon Express	Sandwich Chicken & Cheese XXL
Soup Chicken Noodle	Sandwich Rib BBQ XXL
Burrito Breakfast Sausage Egg	Wedge Egg Salad
Burrito Brkfst Whl 9 Yard FZ	Sandwich Ham & Cheese Mega
Burrito Carne Asada	Wedge Turkey Cheese Wheat
Pot Pie Chicken	Wedge Ham & Cheese
Entree Teriyaki Chicken	Wedge Deli Club
Entree Fire Grilled Steak	Sandwich Chicken Salad
Bagel Plain Cream Chs IW	Sandwich Chuckwagon
Chimichanga Beef & Cheese	Sandwich Chicken & Swiss
Chimichanga Chicken & Cheese	Sandwich Omelet Mega

## EXHIBIT "5"

### EXAMPLE – PREPACKAGED FOODS

Pancake Sausage Egg & Cheese	Breakfast Bowl Meat Lovers
Sandwich Smkd Turkey Chse Mega	Wrap Chicken Ceasar
Wedge Chicken Salad Ranch Mrkt	Wrap Southern Style Turkey
Sandwich Beef Charbroil W/Chse	Sausage Smkd Cheddar in a Roll
Sandwich Honey Mustard Chicken	Pizza Pepperoni 5" IW
Sandwich Ctry Frd Chic Chs FlmWp	Pizza Cheese 5" IW
Chicken Margarita Cafe Steamer	Pizza 5" Four Cheese Pizza
Bowl Cuban Pork Power	Pizza Meat Trio 5"
Bowl Mega Buffalo Chkn Mac&Chs	Pizza 5" Pepperoni Pizza
Bowl Mega Country Fried Chickn	Entree Meatloaf
Chicken Pot Pie	Entree Chicken Baked Breast
Pizza Roll Combination	Entree Lasagna
Cheeseburger Double	Entree Macaroni & Cheese
Biscuit Stuffed Gravy Sausage	Entree Salisbry Stk W/Mac&Chs
Biscuit SpySsg Egg & Jalpno Chs	Entree Spaghetti Meat Sauce
Bagel Everything Sausg Egg & Chs	Entree Lasagna
Calzone Pepperoni Pizza	Entree Shrimp Angel Hair Pasta
Calzone Sausage & Pepperoni	Entree Rice Bean SantaFe Style
Sandwich Kickin Chicken	Entree Chicken Fried Rice
Biscuit Sausage Egg & Cheese	Entree Pasta Chicken Parmesan
Sandwich Waffle Egg Sausage	Entree Sesame Chicken
Bagel Cheddar Dog	Lunchables Turkey Cheddar Cracker
Wings Chicken Buffalo	Lunchables Ham Cheddar Cracker
Mac & Cheese Buffalo Chicken	Muffin Blueberry IW
Mac & Chs White Cheddar Bacon	Muffin Banana Nut IW
Ravioli Pesto Italian Sausage	Muffin Choc Chip IW
Club Turkey Bacon Flat Bread	Muffin Chocolate Choco Chip IW
Cold Cut Combo Flat Bread	Muffin Wild Blueberry IW
Biscuit Sausage Twin	Muffin Banana Nut IW
Biscuit Sausage Twin	Muffin Choc Choc Chip IW
Muffin Sausage/Egg/Cheese	Cake Lemon Mini Loaf
Croissant Sausage Egg & Cheese	Sandwich ChicBrd SpcyTwnFlmWrp
JD Saus/Egg/Chs Croissant	Sandwich Chicken N Waffle
Breakfast Bowl Bacon	Sandwich Chicken Hot&Spicy Wfl
Biscuit Bacon Egg & Cheese BW	Sandwich Chseburg Chipotle Bcn
Biscuit Sauage Egg & Cheese BW	Sandwich SausEg&Chs MiniFlmWrp
Biscuit Sausage/Egg/Chs Jumbo	Hot Dog Beef

## EXHIBIT "5"

### EXAMPLE – PREPACKAGED FOODS

Hot Dog Beef Jumbo in Bun	Sandwich Philly Cheese Steak
Sandwich Rib	Burrito Beef & Bean XXL
Sandwich Chckn Breast Spcy Jmb	Burrito Bean & Cheese XXL
Sandwich Chicken Brst Jumbo	Burrito Egg Sausage Potato Chs
Sandwich Cheeseburger Jumbo	Burrito Steak&Cheese All Natrl
Sandwich Chicken Spicy w/Chs	Chimichanga Chicken & Cheese
Sandwich Chseburg Bacon Jumbo	Enchiladas Cheese Meal
Sandwich Chic Frank Rd Ht Buff	Sandwich Uncrustable PB&Grape
Cheeseburger Angus Charbroil	Rip N Dip Cheese Mini
Sandwich Chic Spcy Chs FlmWrap	Rip-N-Dip Pepperoni Mini
Sandwich Pork RckORibsBBQFlmWp	Enchilada Mini Cheese
Riblets BBQ Pork Appetizer	Sausage Bites Meat Lovers
Cheeseburger Jalapeno FilmWrap	Omelet Mini Sausage & Cheddar
Sandwich Grilled Cheese	Waffle Pearl Sugar
Cheeseburger Bacon Adct FlmWrp	Cheeseburger 2 Pk
Cheeseburger Charbroil	

Product Category	Product Name
BOTTLE BEV	Sprite (20oz)
BOTTLE BEV	Pepsi (20oz)
BOTTLE BEV	Coca Cola Classic (20oz)
BOTTLE BEV	Diet Coke (20oz)
BOTTLE BEV	Dr Pepper (20oz)
BOTTLE BEV	Coca Cola Zero Sugar Bottle (20oz)
BOTTLE BEV	Fanta Orange (20oz)
BOTTLE BEV	Mountain Dew (20oz)
BOTTLE BEV	Crush Orange (20oz)
BOTTLE BEV	Mountain Dew Code Red (20oz)
BOTTLE BEV	Diet Pepsi (20oz)
BOTTLE BEV	Schweppes Ginger Ale (20oz)
BOTTLE BEV	Mist Twist/Sierra Mist Lemon Lime (20oz)
BOTTLE BEV	Starry Lemon Lime Soda (20oz)
BOTTLE BEV	Diet Mountain Dew (20oz)
BOTTLE BEV	Lipton Green Tea with Citrus (20oz)
BOTTLE BEV	Fanta Pineapple (20oz)
BOTTLE BEV	Mountain Dew Voltage (20oz)
BOTTLE BEV	Cherry Coke (20oz)
BOTTLE BEV	Sprite Zero Sugar (20oz)
BOTTLE BEV	Lipton Diet Green Tea with Citrus (20oz)
BOTTLE BEV	Crush Grape (20oz)
BOTTLE BEV	Diet Dr Pepper (20oz)
BOTTLE BEV	Lipton Brisk Lemon Iced Tea (20oz)
BOTTLE BEV	Pepsi Wild Cherry (20oz)
BOTTLE BEV	Barq's Root Beer (20oz)
CANDY	Skittles Original Fruit V (2.17oz)
CANDY	Sour Patch Kids (2oz)
CANDY	M&M Peanut V (1.74oz)
CANDY	M&M Plain V (1.69oz)
CANDY	Twix V (1.79oz)
CANDY	Kit Kat (1.5oz)
CANDY	Snickers V (1.86oz)
CANDY	Twizzlers Strawberry (2.5oz)
CANDY	3 Musketeers V (1.92oz)
CANDY	Reeses Peanut Butter Cups (1.5oz)
CANDY	Milky Way V (1.84oz)
CANDY	QuestBar Cookies & Cream Protein Bar (2.12oz)
CANDY	Starburst Original Minis V (1.85oz)
CANDY	Nuclear Sqworms (2oz)
CANDY	Skittles Original Fruit (2.17oz)
CANDY	Kit Kat (2.04oz)
COOKIES	Oreo Chocolate Cookie (2.4oz)
COOKIES	Nabisco Fig Newtons (2oz)
COOKIES	Grandmas Mini Vanilla Cream Cookies (2.12oz)

Product Category	Product Name
COOKIES	Grandmas Cookies- Chocolate Chip, Peanut Butter (2.5oz)
COOKIES	Knotts Berry Strawberry Shortbread Cookie (2oz)
CRACKERS	Lance Grilled Cheese Captains Wafers (1.375oz)
CRACKERS	Lays Munchies Peanut Butter Toast Cracker (1.42oz)
CRACKERS	Lance Cream Cheese & Chives Captain Wafer (1.375oz)
CRACKERS	Lance Toasty Peanut Butter Crackers (1.29oz)
CRACKERS	Lays Munchies Cheese Peanut Butter Cracker (1.42oz)
CRACKERS	Lance Toastchee Peanut Butter Cheese (1.52oz)
CRACKERS	Nabisco Belvita Blueberry Breakfast Biscuits (1.76oz)
GUM & MINTS	Orbit Peppermint Sugar Free Gum (14piec)
GUM & MINTS	Tic Tac Freshmints (1oz)
GUM & MINTS	Tic Tac Orange (1oz)
GUM & MINTS	Wrigleys Lifesavers Wint-O-Green (.72oz)
GUM & MINTS	Wrigleys Doublemint Gum (6stick)
GUM & MINTS	Wrigleys Lifesavers 5 Flavors (.9oz)
GUM & MINTS	Wrigleys Juicy Fruit Gum (6stk)
GUM & MINTS	Wrigleys Extra Sugar Free Peppermint Gum (6stk)
JUICE	Gatorade Cool Blue (20oz)
JUICE	Monster Mean Bean Java (15oz)
JUICE	Celsius Sparkling Wildberry (12oz)
JUICE	Red Bull Sugar Free Energy Drink (8.4oz)
JUICE	Monster Energy Ultra Peachy Keen Zero Sugar (16oz)
JUICE	Glaceau Smart Water (20oz)
JUICE	Gatorade Orange (20oz)
JUICE	Lipton Peach Iced Tea (20oz)
JUICE	Red Bull Energy Drink (8.4oz)
JUICE	Gatorade Lemon Lime (20oz)
JUICE	Starbucks Frappuccino Vanilla (9.5oz)
JUICE	Gatorade Fruit Punch (20oz)
JUICE	Powerade ION4 Lemon Lime (20oz)
JUICE	Celsius Sparkling Peach Vibe (12oz)
JUICE	Monster Energy (16oz)
JUICE	Monster Energy Ultra Paradise (16oz)
JUICE	Monster Energy Zero Ultra (16oz)
JUICE	Starbucks Double Shot Mocha (15oz)
JUICE	Ocean Spray Cranberry Grape (15.2oz)
JUICE	Starbucks Frappuccino Mocha (9.5oz)
JUICE	Powerade ION4 Fruit Punch (20oz)
JUICE	Minute Maid Lemonade (20oz)
JUICE	Starbucks Double Shot Vanilla (15oz)
JUICE	Powerade ION4 Mountain Blast (20oz)
JUICE	Ocean Spray Cranberry Cocktail (15.2oz)
JUICE	Lipton PureLeaf Sweet Tea (18.5oz)
JUICE	Dole/Ocean Spray 100% Orange Juice (15.2oz)
JUICE	Monster Energy Ultra Sunrise (16oz)

Product Category	Product Name
JUICE	Celsius Sparkling Orange (12oz)
JUICE	Bang Blue Razz Brain & Body Fuel (16oz)
JUICE	Rockstar Energy Drink (16oz)
JUICE	NOS High Performance Energy Drink (16oz)
JUICE	Bubly Blackberrybubly Sparkling Water (12oz)
JUICE	Bubly Limebubly Sparkling Water (12oz)
LG SNACKS	Doritos Nacho Cheese (1.75oz)
LG SNACKS	Ruffles Cheddar Sour Cream (1.5oz)
LG SNACKS	Second Nature Dark Chocolate Medley (1.75oz)
LG SNACKS	Snyders Fat Free Mini Pretzel (1.5oz)
LG SNACKS	Rold Gold Classic Tiny Twists Pretzels (1oz)
LG SNACKS	Rold Gold Tiny Twists Pretzels (2oz)
LG SNACKS	Smartfood White Cheddar Popcorn (1oz)
LG SNACKS	Lays Salt & Vinegar (1.5oz)
LG SNACKS	Lays Regular Chips (1.5oz)
LG SNACKS	Sun Chips Garden Salsa (1.5oz)
LG SNACKS	Cheetos Crunchy (2oz)
LG SNACKS	Doritos Cool Ranch (1.75oz)
LG SNACKS	Grandmas Mini Chocolate Chip Cookies (2oz)
LG SNACKS	Lays BBQ (1.5oz)
LG SNACKS	Cheezits (2oz)
LG SNACKS	Chester Fries Flamin' Hot (1.75oz)
LG SNACKS	Smartfood White Cheddar Popcorn (.625oz)
LG SNACKS	Cheetos Flamin Hot Tangy Chili Fusion (2oz)
LG SNACKS	Funables Mixed Berry Fruity Snacks (2.5oz)
LG SNACKS	Ludicrous Insanely Seasoned Potato Chips (1.5oz)
LG SNACKS	Fritos Flavor Twists with Honey BBQ (2oz)
LG SNACKS	Lays Dill Pickle Chips (1.5oz)
LG SNACKS	Cheetos Flamin Hot (2oz)
LG SNACKS	NatuChips Original Plantain Chips (2.25oz)
LG SNACKS	Doritos Sweet & Tangy BBQ (1.75oz)
LG SNACKS	Sun Chips Harvest Cheddar (1oz)
LG SNACKS	Lays Wavy Hickory BBQ (1.5oz)
LG SNACKS	Funyuns Flamin Hot (1.25oz)
LG SNACKS	TGIF Cheddar Bacon Potato Skins (1.75oz)
LG SNACKS	Pringles Sour Cream and Onion (2.5oz)
LG SNACKS	Jack Links Teriyaki Beef Jerky (.9oz)
LG SNACKS	Bugles Original (1.5oz)
LG SNACKS	Oven Baked Lays Sour Cream & Onion (.875oz)
LG SNACKS	Baken-ets Hot and Spicy Pork Rinds (1oz)
LG SNACKS	Tillamook Original Country Smoker Double Stick (.75oz)
NON CARB BEV	Dasani Water (20oz)
NON CARB BEV	Aquafina (20oz)
NON CARB BEV	Nestle Pure Life Purified Water (16.9oz)
NON CARB BEV	Snapple Apple PL (16oz)

<b>Product Category</b>	<b>Product Name</b>
NON CARB BEV	Dole/Ocean Spray 100% Apple Juice (15.2oz)
NON CARB BEV	Gatorade Zero Glacier Cherry (20oz)
NON CARB BEV	Snapple Kiwi Strawberry PL (16oz)
NON CARB BEV	Bai Molokai Coconut (18oz)
NON CARB BEV	Life Wtr Purified Water ph Balance (20oz)
NON CARB BEV	Dunkin Donuts French Vanilla Iced Coffee (13.7oz)
OTHER	Planters Salted Peanuts (2oz)
OTHER	Wonderful Pistachios No Shells (.75oz)
OTHER	Kars Sweet n Salty Trail Mix (2oz)
OTHER	Sahale Classic Fruit & Nut Blend Mix (1.5oz)
OTHER	Cinnamon Toast Crunch Cereal Bar (1.42oz)
OTHER	Nature Valley Crunchy Oats and Honey (1.5oz)
OTHER	Double Barrel Salami Stick (1oz)
OTHER	Kellogg Nutrigrain Apple Cinnamon Cereal Bar (1.3oz)
OTHER	Kellogg Nutrigrain Strawberry Cereal Bar (1.3oz)
OTHER	Kind Fruit & Nut Bar (1.4oz)
OTHER	Just Born Mike & Ike Original Fruit (1.8oz)
OTHER	Kars Salted Cashews (1oz)
OTHER	Blue Diamond Smokehouse Almond (1.5oz)
PASTRY	Mrs. Freshleys Jumbo Glazed Honey Bun (4oz)
PASTRY	Kellogg Pop Tarts Frosted Strawberry (3.67oz)
PASTRY	Kellogg Pop Tarts Frosted Brown Sugar Cinnamon (3.52oz)
PASTRY	Mrs. Freshleys Jumbo Honey Bun (5oz)
PASTRY	Cloverhill Big Texas Cinnamon Roll (4oz)
PASTRY	Kellogg Rice Krispies Treats (2.13oz)
PASTRY	Mrs. Freshleys Pecan Twirls (2oz)



# canteen

## Bringing Break Time to Everyone

IFB24-0144 VENDING SERVICES FOR



February 8, 2024  
Angela L Thomas  
Senior Purchasing Agent

City of Orlando  
400 S. Orange Ave.  
Orlando, FL 32801

Dear Angela,

Everything around us is changing, no matter the environment. As on-site snack and beverage options evolve, it's necessary to keep innovating. Our customized vending services do just that, offering an amazing variety of high-quality, delicious choices.

We keep guests energized by not only giving them a quick snack, but by providing fuel to keep them going. From great coffee to kickstart the morning to customized snacks for all-day grazing, we make it easy for people to keep moving forward.

**Tailored localization.** Your location is unique and your offerings should be, too. We'll work with you to create a customized vending program that highlights exceptional service, market trends and your one-of-a-kind needs.

**Big business footprint, small business mindset.** We're adamant about maintaining authenticity and product integrity, whether we're servicing one account or 100. Our team focuses on meaningful ways to improve the guest experience, from product sourcing to delivery and maintenance to merchandising. Our locally run operations are backed by the support and resources of a global organization, giving us the opportunity to excel in daily operations while driving innovation, technology and efficiency in cost. As the nation's oldest and largest vending company, we know how to get it done.

**Always innovative.** We're passionate about innovation that elevates the choices guests are excited about. We know speed, convenience and flexibility are qualities that matter to you, driving us to search for the latest in technology, wellness offerings and trend-forward products.

We appreciate the opportunity to transform the vending experience at the City of Orlando. We're excited to share our variety of options and setup possibilities with you. Together, we will make your vending program the industry standard for innovation and customer experience. We look forward to partnering with the City of Orlando.

Sincerely,



Susan Amerson • Regional Sales Director • Canteen

# What's in Store for City of Orlando

**Attachments > 2**

**Our Story > 26**

**Safety > 34**

**Technology > 38**

**Innovation > 42**

**Equipment > 50**

**Financials > 58**

This proposal, designed specifically for the City of Orlando, is confidential and proprietary to Compass Group USA Inc. (Compass). Any unauthorized dissemination to others outside your organization would irreparably harm Compass and entitle Compass to judicial equitable relief, including injunction and specific performance.

This proposal is valid for 30 days after its presentation and/or delivery to you.

# ATTACHMENTS



# 9. Vendor Questionnaire

## 9.1. Experience: \*

**Years in Business:**

**Maximum response length: 10 characters**

**\*Response required**

94 years

## 9.2. Experience: \*

**Years in business under this name:**

**Maximum response length: 10 characters**

**\*Response required**

27 years

## 9.3. Experience: \*

**Years performing this type of work:**

**Maximum response length: 5 characters**

**\*Response required**

94 yrs

## 9.4. Local Service Facility, If Applicable\*

**Name of local service center.**

**\*Response required**

Canteen

## 9.5. Local Service Facility, If Applicable\*

**Address of local service center. (Please include City, County, and Zip code)**

**\*Response required**

1050 Miller Rd.

Altamonte Springs, FL 32701

## 9.6. Local Service Facility, If Applicable\*

**Contact Name and telephone number:**

**\*Response required**

Bill Blauvelt

407-466-4630

**9.7. Discount Payment Terms (if any)?\***

**Provide percentage (%) of discount payment terms, if applicable.**

**Maximum response length: 5 characters**

N/A

**9.8. Discount Payment Terms if paid within \_\_\_\_\_ days after receipt of invoice, if applicable.\***

**Enter number of days, if discount is applicable.**

**Maximum response length: 10 characters**

**\*Response required**

N/A

**9.9. The City of Orlando offers the option to receive payments utilizing the J.P. Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (Check one)\***

**J.P. Morgan Visa Virtual Card solution (payment within 48 hours of invoice)**

**ACH - Automated Clearing House (net 30)**

**Check (net 45)**

**\*Response required**

N/A

**9.10. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?\***

**Yes**

**No**

**\*Response required**

**9.11. Recycled Content:**

**Please indicate the percentage \_\_\_\_% of recycled material contained in the supplied items, if applicable.**

**Maximum response length: 10 characters**

50%

**9.12. Recycled Content:\***

**Is your product packaged/shipped in material containing recycled content?**

**Yes**

**No**

**\*Response required**

### **9.13. Recycled Content:\***

**Is your product recyclable after it has reached its intended end use?**

**Yes**

**No**

Some but not all

### **9.14. Authorized Signatories**

**The Respondent represents that the following persons are authorized to sign responses/ submittals, and/or sign contracts and related documents to which the Respondent will be duly bound.**

**The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.**

Steve Luccia

#### **9.14.1. Type in company's name\***

**The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the Respondent should provide with their response/submittal proof of authorization.**

**\*Response required**

Compass Group USA Inc., dba Canteen

#### **9.14.2. Authorized Signatories\***

**Please Indicate Name or Names of Authorized Signatories.**

**\*Response required**

Steve Luccia

#### **9.14.3. Authorized Signatories\***

**Please Indicate Title or Titles of Authorized Signatories.**

**\*Response required**

President, Southeast Division

#### **9.14.4. Authorized Signatories\***

**Please Indicate Principal or Authorized Authority.**

**\*Response required**

Authorized Authority



## **9.15. Required Forms**

### **9.15.1. ADDENDUM RECEIPT VERIFICATION\***

**Bidders must acknowledge all issued addenda by confirming below. Failure to acknowledge may result in a non-responsive bid.**

**The failure of a Bidder to submit/confirm acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.**

**The undersigned acknowledges receipt of all issued addenda:**

**Please confirm**

**\*Response required**

# ATTACHMENT A

## REFERENCES

### 1. CONTACT INFORMATION

Canteen

Name of Company

Susan Amerson

Name of Contact Individual

1050 Miller Rd

Contact Address

Altamonte Springs, FL 32701

Contact City, State, Zip

407-466-4634

Contact Telephone Number

susan.amerson@compass-usa.com

Contact Email Address

### 2. REFERENCES:

Please provide references related to the scope of work.

#### **Reference #1:**

Name: Valencia College

Address: 1768 Park Center Dr, Orlando, FL 32835

Telephone No.: 407-582-1709

Fax No.:

Contact: Jeffrey Filko

E-mail: jfilko@valenciacollege.edu

Project/Contract Title: Director of Auxiliary Services

Project Contract Number:

Project/Contract Amount: \$1,123,686

Project/Substantial Completion Date or Percent Complete: July 1, 2015 - June 30, 2025

#### **Reference #2:**

Name: Lynx Transportation

Address: 2500 LYNX Lane, Orlando, FL 32804

Telephone No.: 407-254-6012

Fax No.:

Contact: Sara Holtzman, MS, ACSM-EP-C

E-mail: sholtzman@golynx.com

Project/Contract Title: Wellness Coordinator

Project Contract Number:

Project/Contract Amount: \$104,069.00

Project/Substantial Completion Date or Percent Complete: December 6, 2018 - December 5th, 2021

**Reference #3:**

Name: Seminole County Government  
Address: 205 W. County Home Rd. Sanford, FL 32773  
Telephone No.: 407-665-5280 Fax No.: \_\_\_\_\_  
Contact: Sandra Aganovic  
E-mail: saganovic@seminolecountyfl.gov  
Project/Contract Title: Contracts and Leasing Coordinator  
Project Contract Number: \_\_\_\_\_  
Project/Contract Amount: \$110,220.00  
Project/Substantial Completion Date or Percent Complete: April 28, 2020 - April 27, 2022

**Reference #4:**

Name: University of Central Florida  
Address: 4000 Central Florida Blvd, Orlando, FL 32816  
Telephone No.: 407-823-3518 Fax No.: \_\_\_\_\_  
Contact: Josh Emambakhsh  
E-mail: josh.emambakhsh@ucf.edu  
Project/Contract Title: Business Services  
Project Contract Number: \_\_\_\_\_  
Project/Contract Amount: \$553,982  
Project/Substantial Completion Date or Percent Complete: Aug 1, 2022 – July 31, 2026

3. **SUBCONTRACTORS** (for informational purposes only): If the Respondent intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

<b>Name</b>	<b>Type of Work</b>	<b>M/WBE City Certified? (Y or N)</b>	<b>VBE Certified? (Y or N)</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**ATTACHMENT B**

**RESPONDENT'S CERTIFICATION FORM**

I have carefully examined the Invitation for Bids/Request for Quotes, Instructions to bidders/respondents, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids/Request for Quotes.

I hereby propose to furnish the goods or services specified in the Invitation for Bids/Request for Quotes at the prices or rates quoted in my bid/submittal. I agree that my bid/submittal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids/submittals.

I agree to abide by all conditions of this bid/submittal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid/submittal, including all exhibits and attachments completed and submitted with this bid/submittal, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid/submittal on behalf of the bidder/respondent as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid/contract.

I certify, under oath, that this bid/submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid/submittal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid/submittal. I further certify that the undersigned executed this respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Compass Group USA, Inc. by and through its Canteen Division

State of Florida  
County of Pinellas

NAME OF BUSINESS

BY: Steve Luccia ..

Sworn to (or affirmed) and subscribed before me this 26th day of January, 2024, by Steve Luccia

SIGNATURE

Steve Luccia, Division President

\*\*Please be advised that Compass Group USA, Inc.'s proposal is subject to and conditioned upon the negotiation of a mutually agreeable resulting contract.

NAME & TITLE, TYPED OR PRINTED

Signature of Notary Nicola F. Pagley

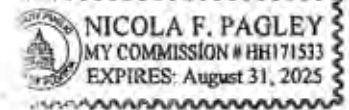
28100 US Hwy. 19 N. Ste. 307

Notary Public, State of Florida

MAILING ADDRESS

Clearwater, FL 33761

**Personally Known**



CITY, STATE, ZIP CODE

-OR-

( 704 ) 302-5036

TELEPHONE NUMBER

Produced Identification \_\_\_\_\_

( )

FAX NUMBER

Type: \_\_\_\_\_

Steve.Luccia@compass-usa.com

E-MAIL ADDRESS

Company Tax ID # 56-1874931

(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

ATTACHMENT C

CONTRACT AND ACCEPTANCE FORM

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's response/submittal for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's submittal in response to the Solicitation, including all schedules and forms submitted with the response/submittal, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

Steve Luccia  
SIGNATURE

Steve Luccia, Division President  
NAME & TITLE, TYPED OR PRINTED

Compass Group USA, Inc. by and through its  
Canteen Division

NAME OF BUSINESS  
28100 US Hwy, 19 N Ste 307

MAILING ADDRESS  
Clearwater, FL 33761

CITY, STATE, ZIP CODE

PHONE: ( 704 ) 302-5036

FAX: ( )

E-MAIL: Steve.Luccia@compass-usa.com

State of Florida  
County of Pinellas

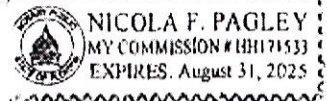
Sworn to (or affirmed) and subscribed before me  
this 26th day of January, 2024, by

Nicola F. Pagley  
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-



Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

\*\* Please be advised that Compass Group USA, Inc.'s proposal is subject to and conditioned upon the negotiation of a mutually agreeable resulting contract.

**FOR USE BY THE CITY OF ORLANDO ONLY**

This contract is awarded to the party listed above as a: Primary Supplier:  Secondary Supplier: \_\_\_\_\_

This contract is for: All Item Numbers:  or Item Numbers: \_\_\_\_\_

INITIAL CONTRACT TERM: 5/1/24 to 4/30/28

**ACCEPTANCE:**

CITY OF ORLANDO, FLORIDA

By: [Signature]  
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: May 8, 2024

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the  
City of Orlando, Florida only.

[Signature]  
Assistant City Attorney  
ORLANDO, FLORIDA

Date: May 6, 2024

**ATTACHMENT D**

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their submittal/response the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its affiliates or subsidiaries.

By submission of this submittal/response, the Respondent certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondent's firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:  
None.

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Signature

Steve Luccia

Name

Division President

Title

Compass Group USA, Inc. by and through its  
Canteen Division

Name of Company

1-26-24

Date

**ATTACHMENT E**

**CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM**

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

<b>Page No.</b>	<b>Section</b>	<b>Applicable Exempting Law</b>	<b>Detailed Explanation/Justification</b> with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			

Signature \_\_\_\_\_



Name Steve Luccia \_\_\_\_\_

Title Division President \_\_\_\_\_

Name of Company Compass Group USA, Inc. by and through its Canteen Division \_\_\_\_\_

Date 1-26-24 \_\_\_\_\_

# **ATTACHMENT F**

## **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:**

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise  
City Hall at One City Commons  
400 South Orange Avenue - 5<sup>th</sup> Floor  
Orlando, Florida 32801  
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: N/A

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.



**ATTACHMENT G**

**VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: \_\_\_\_\_ N/A \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Compass Group USA, Inc**

2 Business name/disregarded entity name, if different from above  
**Compass One, LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**2400 Yorkmont Road**

6 City, state, and ZIP code  
**Charlotte, NC 28217**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	6	-	1	8	7	4	9	3	1	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Oliver H. Hyle* Date ▶ 2/14/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	<b>CONTACT NAME:</b> Randi K. Nowell, CPCU, ARM <b>PHONE (A/C No, Ext):</b> 404-995-3102 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Compasscerts@Marsh.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
CN102832071-Compa-UMB10-23-      CORP    RSKMG    RSKMG	<b>INSURER A :</b> National Union Fire Ins Co. of Pittsburgh PA      NAIC # 19445 <b>INSURER B :</b> AIU Insurance Co      19399 <b>INSURER C :</b> ACE Property And Casualty Ins Co      20699 <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005496764-42      **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL 6547187	09/30/2023	09/30/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COM/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY			AL 7030998 (AOS)	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AL 7030999 (MA)	09/30/2023	09/30/2024	BODILY INJURY (Per person)	\$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL 7031003 (Garage Liability)	09/30/2023	09/30/2024	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY			Self Insured for Physical Damage			PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XOO G27738631 009	09/30/2023	09/30/2024	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 49154356 (AOS)	09/30/2023	09/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 49154358 (CA)	09/30/2023	09/30/2024	E.L. EACH ACCIDENT	\$ 2,000,000
				See Acord 101			E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Liquor Liability			GL6547185	09/30/2023	09/30/2024	Each Common Cause	1,000,000
				SIR: \$1,000,000			Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance.

<b>CERTIFICATE HOLDER</b> Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 26217	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, LLC.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Workers Compensation Policy #WC49154358(AOS POLICY) Covers ALL States except CA, WI and OH

Carrier: New Hampshire Insurance Company

Policy Number: WC 49154358

Effective Date: 09/30/2023

Expiration Date: 09/30/2024

Policy Covers States of: WI

Stop Gap Coverage: ND, OH, WA, WY.

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:

Carrier: National Union Fire Ins. Co. of PA

Policy Number: XW 1647437

Effective Date: 09/30/2023

Expiration Date: 09/30/2024

Policy Covers States of: OH (Excess WC)

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

**ADDITIONAL INFORMATION**

Umbrella is follow form of primary Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability policies subject to policy terms, conditions and exclusions

February 2, 2024

**TO:** All Bidders

**FROM:** Angela Thomas, Senior Purchasing Agent  
Procurement and Contracts Division

**SUBJECT:** Transmittal of Addendum No. One (1)  
**IFB24-0144 – Vending Services**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

**A. WRITTEN QUESTIONS RECEIVED:**

**Question No. One (1):**

What has changed from the previous IFB issued except the credit card rate on the price sheet?

**Answer No. One (1):**

The primary change is the requirement of both Coke, Pepsi and other beverage products, and a required items lists for all sites. Items may change only upon written request and approval of the City.

**Question No. Two (2):**

Is the City looking for the commission to now include the market sales or just the vending?

**Answer No. Two (2):**

Commission is for all vending machines. The OPD mini market does not require commission payments.

**Question No. Three (3):**

If current vendor is re-awarded the IFB, will they have to update their current machines?

**Answer No. Three (3):**

Yes, any machines that do not meet the required current standards will need to be updated.

**PROCUREMENT AND CONTRACTS DIVISION**

**Question No. Four (4):**

The basket of goods price sheet is very limiting compared to what can actually be offered especially in the Market. Is the sheet just for IFB comparison and other items can be offered that fall outside of the price sheet descriptions?

**Answer No. Four (4):**

The price sheet provided is for the vending machines not the market. The price sheet and the listing provided are the items most utilized, and the only categories that will be used.

**Question No. Five (5):**

Can other options be proposed as vending alternatives in some locations? Example City hall may benefit from other methods such as mini markets and reduce city all placements.

**Answer No. Five (5):**

No, alternate proposed changes are not allowed.

**Question No. Six (6):**

Is the current 10% commission the city received inclusive of the Florida Lease Space tax on commission?

**Answer No. Six (6):**

The commission is based on the cost that is charged for each item.

- B. FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date for questions by respondents will not be given any consideration. Respondents are reminded to review the original solicitation and all subsequent Addenda issued.

Respondents must acknowledge all issued addenda, if any. Failure to acknowledge may result in a non-responsive submittal. Please acknowledge each addendum through the City's e-Procurement Portal, OpenGov.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

## 10. PRICING PROPOSAL

The City of Orlando Procurement and Contracts Division has implemented an electronic pricing system to streamline solicitation responses. All responsive Respondents to this solicitation must submit electronic submittals/responses. Paper responses will be deemed non-responsive.

Although the City generally awards contracts based on a "lump sum" basis to the responsive and responsible Respondent submitting the lowest total response/bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Respondents must submit with their submittals, all pricing and clearly indicating which items are submitted and which are not. Failure to submit these information may render such submittals/responses non-responsive.

All prices must be firm for the delivery schedule quoted herein. All prices shall be F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the Solicitation.

### PRICING TAB

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices. The quantities on the following Products will be used for bid comparison purposes only and should not be construed to indicate actual quantities to be sold. The unit price bid on these items will be used as the product pricing on the contract and cannot be changed without prior approval of the City. (THERE IS A 10% COMMISSION PAYMENT TO THE CITY FROM THE PRICES BIDS. YOUR BID SHALL INCLUDE THE COMMISSION.)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Soft Drinks, Tea, etc., 12 oz. Cans	5,000	Each	\$1.00	\$5,000
2	Soft Drinks, Tea, etc., 20 oz. Bottles	5,000	Each	\$2.25	\$11,250
3	Juice, 15.5 oz. Bottle	5,000	Each	\$2.00	\$10,000
4	Water, 20 oz. Bottle	5,000	Each	\$1.75	\$8,750
5	Sports Drinks, 20 oz. Bottle	10,000	Each	\$2.25	\$22,500
6	Protein Drinks	500	Each	\$3.25	\$1,625

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Candy	30,000	Each	\$1.35	\$40,500
8	Large Chips	4,000	Each	\$1.25	\$5,000
9	Small Chips	4,000	Each	\$0.75	\$3,000
10	Pastries	1,000	Each	\$1.50	\$1,500
11	Protein Bars	500	Each	\$2.75	\$1,375
12	Cookies	1,000	Each	\$1.50	\$1,500
13	Crackers	1,000	Each	\$0.75	\$750
14	Nuts	1,000	Each	\$1.50	\$1,500
15	Mints, Lifesavers, etc.	1,000	Each	\$0.75	\$750
16	Cost per each item for credit card payments	100,000	Each	\$0.10	\$10,000
<b>TOTAL</b>					\$125,000



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# OUR STORY

Since 1929, Canteen has provided unattended retail and foodservice with a commitment to service, leadership, people, innovation, quality and wellness. Just as we do at more than 60,000 U.S. locations, from small shops to Fortune 500 companies, we provide food, service and experience backed by industry-leading technology to give your team and guests what they are craving.

# Thriving at Unmatched Scale



370,000+ connected vending machines



98% Canteen client retention rate  
99% National accounts client retention rate



225+ corporate and franchise locations in 48 states



Fortune World's Most Admired Companies 2023



28,500+ coffee service locations



Forbes Best Employers For Diversity and New Grads 2022



Business Group on Health Best Employers for Excellence in Health & Well-Being 2023



20,000+ micromarkets



11,000+ employees



\$1.2 Billion in national accounts managed volume  
\$3.2 Billion in Canteen managed volume



90+ Years leading our industry with innovation

# Our Values

Our company's foundation lies in six core values that are aligned with yours. These values highlight a standard of excellence upheld for more than 90 years. Our innovative approach to serving you the highest-quality products is just one benefit of our leadership.



## SERVICE

We are dedicated to providing an unmatched level of service to all of our clients and customers.



## INNOVATION

Our innovative offerings include sustainability programming, enhanced technology, specialized local offerings and forward-thinking recruitment opportunities.



## QUALITY

We own our commissary network and promise to provide only the highest-quality products and to partner with reputable organizations - companies that source products locally, focus on sustainability and limit their use of antibiotics.



## WELLNESS

We are committed to upholding standards of wellness in our workplace and yours. Our campaigns encourage healthy eating and plant-based solutions while minimizing waste.



## LEADERSHIP

We bring industry-leading solutions in refreshment services, business intelligence and reporting capabilities, as well as nationwide partnerships, to the table.



## PEOPLE

We believe the support, encouragement and dedication we provide to the well-being of our associates - as well as innovation to the clients and communities we service - is reflective of the excellent service we will provide.



# Our Leadership



**Erik Snyder**  
CEO



**David Goldring**  
CFO



**Porter Hinton**  
Chief Operating Officer



**Marcus Boni**  
CEO, Tradecraft



**Michael Coffey**  
Chief Innovation Officer



**Neil Donahue**  
SVP, Sales



**Christine Woodward**  
SVP, Marketing & Retail  
Excellence



**Ashley Kakas**  
VP, Marketing



**Joann Canaday**  
VP, Human Resources



**Betsy O'Brien**  
VP, Business Excellence  
& Innovations



**Jessi Moffitt**  
VP, Product Innovation



**Tim Bailey**  
President, Mid-South  
Division



**Steve Luccia**  
President, Southeast  
Division



**Joe Benti**  
President, Northeast  
Division



**Shawn Grider**  
President, Southwest  
Division



**John Fourqorean**  
President, Commissary Network



**Phil Richard**  
President, Canteen One



**Dale Whetstone**  
President, Franchise





# The Power of Compass Group

Compass Group operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet the City of Orlando’s specific requirements and, in doing so, truly differentiate ourselves. We have teams of specialists and the support of a large organization that has the benefit of size and scale.

Compass Group provides the highly specialized resources, brands and partnerships that only the world’s largest hospitality company can deliver. Utilizing a dedicated single point of contact, we operate under a “One Team” approach across all sectors - streamlining processes and communication, sharing best practices, implementing state-of-the-art innovations and ensuring consistency across the enterprise that delivers positive results\*.



## GLOBAL KEY FIGURES

	<b>\$33B</b> revenue in FY22		<b>500K+</b> associates
	<b>5.5B</b> meals served per year		<b>55K+</b> client locations in 40+ countries

*\*Canteen does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.*

## MOST NOTABLE AWARDS







## CYBERSECURITY

We invest \$27 million each year to ensure the data of our clients, as well as their employees, customers and guests, is protected against all cyber intrusion attempts. Our cybersecurity team works around the clock so our clients can focus on their core businesses.



## BALANCE SHEET

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.



## STRATEGIC PROJECTS

This internal team's deep knowledge of transition - and their extensive experience in change management - are key to us ensuring the contract transition for each new Compass Group client is seamless and successful.



## COMPASS DIGITAL

Dedicated to innovation and consumer engagement, this internal team of developers and data scientists delivers technology strategies and solutions to meet complex business needs.



## PEOPLE AND LABOR STRATEGY

In addition to our specialized HR support and unmatched people management skills, our proprietary labor platform, SmartLabor, processes and manages our workforce by finding inefficiencies, capturing data and driving change.



## E15

Using data and market research, our E15 team finds patterns, correlations and insights that our clients use to make more informed decisions. The data optimizes their business operations and improves the consumer experience.



## ENVISION GROUP

From strategic space design to eliminating food waste, this visionary team is focused on building partnerships and business growth that promotes the well-being of people and planet.



# SAFETY

At Canteen, we have a moral obligation to do all we can to help our associates, clients and the general public get home safely every day. Our code is simply called "Safety Brings You Home," and it describes the spirit behind the safety culture we are cultivating at Canteen.





# Food Safety

From Canteen's industry-leading food safety program for vending and unattended retail markets to USDA- and FDA-regulated commissary kitchens, our end-to-end approach to food safety includes a series of checks and balances to track results, measure compliance and build continuous improvement. Canteen's food safety standards are based on sound science, regulatory requirements and industry best practices.

All of the commissary kitchens in our network adhere to our retail fresh food program requirements, so you can be assured you're receiving products that meet the highest level of food safety, operational excellence and culinary professionalism. Our requirements include:

- Proper oversight and licensing with the appropriate federal, state and local regulatory agency of food processing for retail sale
- FDA/USDA registration for the facility
- Written and approved food safety plan, HACCP or FDA Food Safety Plan in place
- FDA-compliant retail labeling system
- Allergen management system that includes allergen labeling meeting Food Allergen Labeling and Consumer Protection Act regulations
- Effective environmental microbial monitoring in the processing environment
- Traceability system - Lot code tracing for recall purposes
- Annual audit from an independent third party for compliance with Good Manufacturing Practices and Preventive Controls



## RISK REDUCTION

We identify and reduce product risk and the associated threat of foodborne illness and food-related injury through:

- Comprehensive standards and compliance with HACCP, U.S. Public Health, FDA and Restaurant and Foodservices Association recommendations
- Associate, driver and manager education and training
- Self-inspection
- Third-party audits
- Effective facilities design
- Vendor certification

## FOOD SAFETY TRAINING

We reach beyond the technical minimums by providing extensive and ongoing training to our associates, reinforcing our food safety principles and practices on a daily basis to safeguard you and your guests. Our teams focus on:

- **Food supply and storage** - Proper labeling, dating, placement and product temperatures.
- **Proper food handling** - Preparation, delivery and service.
- **Standard operating procedures (SOPs)** - Adherence to SOPs, from farm to guest.
- **Record keeping** - Detailed records for optimal traceability.

We take thorough steps on a daily basis to ensure your food is protected from any potential hazards, and is a source of fuel and nutrition for your guests.

## PURCHASING

Foodbuy vets all potential suppliers, scrutinizing facilities and products to minimize the risk of contamination. All foods are purchased from the Managed Order Guide, a fully vetted group of suppliers that undergo continuous monitoring by the Quality Assurance Department for food safety, so you never have to wonder where your food came from.

## RED ALERTS

The Quality Assurance Department monitors recalls and market withdrawals on a daily basis and issues Red Alerts regarding food and products that may be purchased or used by Compass Group businesses or by Foodbuy-committed customers.

## CRISIS AND COMPLAINTS

Compass Group maintains a crisis management hotline - one call from an associate or manager will alert appropriate resources who provide a prompt and accurate response to minimize the impact on our clients and their businesses.



# TECHNOLOGY

We're always looking toward the future. We understand the importance of consistently developing new ways to improve everything we do. With our partnership, you'll have access to industry-leading innovation and the technology to power it all.



## Connect & Pay<sup>®</sup>

**Our Connect & Pay<sup>®</sup> app, available for Apple and Android devices, makes shopping quick and easy. Once downloaded, guests log in, create an account and load funds or designate a card for use to pay as you go.**

Connect & Pay<sup>®</sup> also offers a variety of valuable benefits for our loyal guests, including points accumulation that leads to cashback rewards, promotions, coupons, discounts and limited-time, seasonal offers. The points-based structure gives you the flexibility to customize the loyalty program to fit your needs.

The more points guests accumulate, the more cashback they earn. Points can be redeemed at any time. Forget to redeem? That's okay, too. At the end of each quarter, we'll automatically credit accounts for the highest redemption value earned and additional points will automatically carry over to the next quarter.

The app also integrates with the **Canteen**

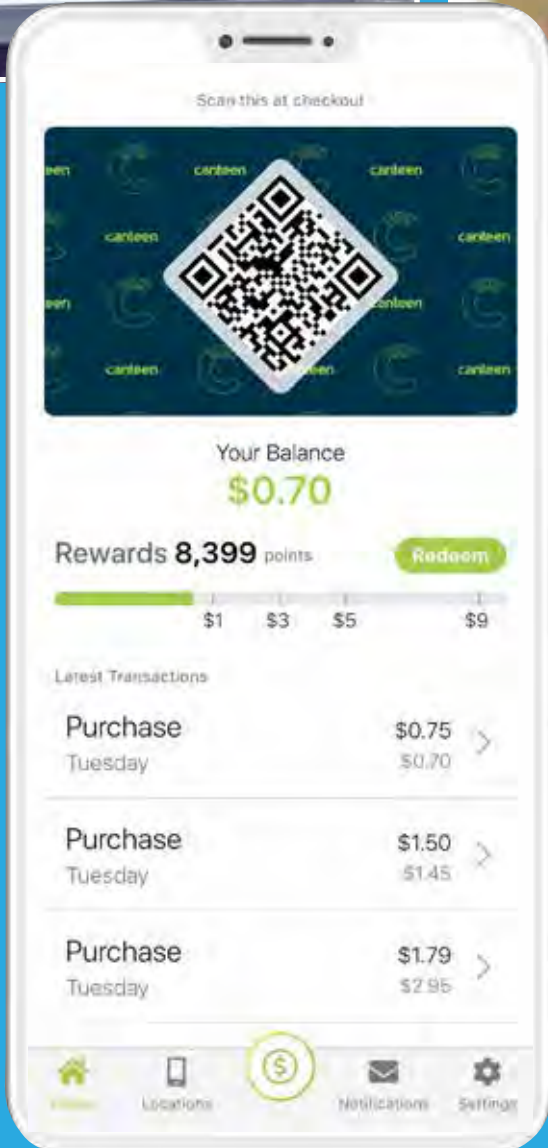


**Connect** label, allowing guests to access our Connect solution with the touch of a button to report service issues, access nutrition information, provide feedback and explore innovations and upcoming promotions. We can even develop custom loyalty options for you based on your company goals or requirements, including offering double points for better-for-you selections, providing a daily meal stipend at the value of your choice that resets every day and supporting discounts, coupons or points to help you maximize engagement.

### **BOOST YOUR WORK PERKS**

Enhance your Connect & Pay<sup>®</sup> experience and shop even faster by using your smartphone to scan items and check out (where available). Simply select your location from the Shop tab in the app, then use your phone's camera to scan your items and select Checkout to complete your transaction.





## CONNECT & PAY<sup>®</sup> WITH CANTEEN CONNECT

Here's how it works:



### DOWNLOAD APP

Sign up for an account and add the nearest market location.



### USE THE APP

To add funds, manage the account and access exclusive promotions and rewards.



### SCAN AND PAY

Easily complete market purchases - scan, pay and be on your way.

# INNOVATION

By collaborating with emerging companies and analytics experts, we are able to provide you with insights into ever-evolving consumer behaviors and industry trends.

# E15

Canteen partners with E15, Compass Group's industry-leading analytics firm, to make better business decisions using data and advanced analytical methodologies. E15 empowers our operators and clients to manage complexity by harnessing data to gather needed insights. This is done by leveraging experiences of some of the largest and most forward-thinking companies today.



## Data and Analytics

Since 2014, E15's team of over 90 dedicated data scientists, business analysts and consumer researchers have uncovered opportunities for improvement, including food and beverage assortments, behavioral motivators, technology usage and operational processes.

Benefits of E15 include market research, revenue optimization, strategic pricing, guest satisfaction, social media scraping, speed of service, predictive modeling, data services, category management and labor management.

### MARKET RESEARCH

E15's approach to market research enables us to know what guests want, when they want it. E15 synthesizes the demographic and socioeconomic data to create consumer profiles in ZIP codes surrounding our locations to better understand customer behaviors and product preferences.

### DATA-DRIVEN PRODUCT MIX

E15 relies on data, not hunches, when helping clients develop a product variety that will resonate with their customer base. The insights uncovered go beyond what's selling inside our locations and get at what's going on in the broader market where we do business. What types of snacks and beverages are most popular? What tastes are unique to this market or region? What are the up-and-coming items customers are craving? E15's analytics programs go beyond transactional data to answer these questions and more.

## HOW E15 ANALYZES TRENDS

E15 takes a holistic approach when analyzing trends, starting with consumers - understanding who they are, how they're changing and why. E15 uses syndicated data to uncover who guests are now, and to conduct primary research via surveys and focus groups to predict how their behaviors and attitudes will change over time.



E15 also relies on industry-leading data partners, like **Nielsen** and **Datassential**, to forecast things that aren't popular or known yet. Using the data they have been collecting for more than 10 years, E15 creates artificial intelligence programs that learn from past performance to predict future trends.

As an innovation and services leader in the industry, we stay abreast of current and evolving trends through a variety of avenues.

- Compass Group's partnerships with companies like SPINS, Datassential, Forbes and other consumer marketing groups provide insights into the ever-changing world of consumer behaviors and industry trends.
- As a sector partner, we have the advantage of working side-by-side with industry experts within each market segment who know their consumers best.
- We leverage research and data from Foodbuy, our purchasing organization.
- Our supplier partners conduct and provide their own extensive research.
- We review industry data and research through trade publications, media and trade shows.



## What's Trending?

- 1 Yuba Noodles:** Made from tofu skin, this plant-based noodle option works in bowls, stir fries and soups.
- 2 Black Salt:** Giving plant-based "egg" dishes their sulfurous flavor, this unique salt has been rediscovered.
- 3 Sikil Pak:** This Mayan pumpkin seed could become the next hummus or guacamole.
- 4 Chiltepin Peppers:** These tiny powerhouses are the only wild pepper native to North America.
- 5 Hearts of Palm 2.0:** They're coming back as plant-based "seafood" and in Latin-inspired dishes.
- 6 Chaat:** India's favorite savory, crunchy, spiced street snacks, chaat, are trending in the U.S.
- 7 Next-Level Non-Dairy Ice Cream:** As potato and squash "milks" trend, look for non-dairy ice creams next.
- 8 Indian Pizza:** Tikka masala and butter chicken pizza are among the offerings at growing Indian pizza chains.
- 9 Shashlik:** These meat kebabs are appearing on more menus with traditional Central Asian and Russian flavors.
- 10 Asian Rum:** New distillers are celebrating a modern age of rums from Asia, the birthplace of rum.

# Innovative Partnerships

Canteen is committed to innovative partnerships. One way we approach this is by knowing consumer eating habits. Partnerships allow us to leverage experts, curators, specialists and subject matter experts to provide our clients with the best products in the most convenient way.

## FOOD AND SNACK DELIVERY



**DoorDash** is a technology company that connects people with the best in their cities. By leveraging what started as facilitated door-to-door delivery, Canteen partners with DoorDash to offer our clients group ordering from a daily curated list of restaurants, convenient delivery and on-site market drinks and sides to complete the meal. Together, we bring the virtual cafe to our guests.



Guests who shop our markets want variety and have little time to grab a meal. Through our partnership with **Foodsby**, guests have lunch delivered from their favorite local restaurant to be picked up at their on-site Avenue C. Using the Foodsby app, guests can order on the go and then receive notification when lunch arrives. It's that easy to enjoy food you love.

## DIGITAL MARKETING



Available in our market and pantry service, Canteen partnered with **Compass Digital** to create a feedback solution to capture which items guests like and dislike, allowing us to rotate out slow movers with new items and provide more variety for guests.



Canteen has partnered with **Fandango** to offer free movie tickets to guests who download the Connect & Pay® app. Guests save time by using the app to shop and then, as a perk, enjoy a movie later on.

## GROUPON

**Groupon** offers a mobile marketplace where people discover and save on things to do, eat and buy. Available in Avenue C, our guests can get deals and savings on their favorite snacks, drinks and meals through the Groupon app.

We know we have to keep innovating and partnering with emerging companies to enhance our capabilities. Here is how we approach innovation:

Partner



**GRUBHUB** Postmates

**Steelcase**

Acquire

COMPANY  KITCHEN 



Develop

avenue    
FEEDBACK · NUTRITION · SERVICE

ecostream



JACK & OLIVE  
EAT WELL. BE HAPPY.



# Data Insights

**We prioritize data protection for every client to avoid network intrusions that can inflict serious damage and create a major breach of trust with its customers.**

## INFORMATION SECURITY PROGRAM

A strong business reputation depends on a robust information risk management strategy. We address data privacy and information security with a formal information security program and Key IT Control Framework. Our information security tools, policies and procedures follow the Information Security Forum, whose Standard of Good Practice (SoGP) is mapped to the National Institute of Standards and Technology, Payment Card Industry and Control Objectives for Information and Related Technologies (CoBIT).

## IT AUDIT AND CONTROL

Our accounting and General IT Controls are continuously evaluated by several assurance functions including independent auditors, KPMG (one of the Big Four accounting organizations), and our own team of internal auditors. Compass Group businesses are also governed by rigorous internal policies and procedures for the highest level of integrity of our internal control environment.

## INFORMATION SECURITY TECHNOLOGY

In addition to annual network penetration testing, we deploy technology such as data loss prevention software, malware and antivirus protection to all company servers and computers, as well as multifactor authentication for companywide email accounts.

Compass Group also employs a security information and event management solution for all devices, servers and security systems, to which our unified threat management solution is centrally linked. Working in concert, our solutions continuously monitor for malicious behavior and protect against sophisticated, targeted and persistent threats.

## PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

As an early member of the PCI Standards Council, we were among the first in our industry to offer mobile point-of-sale solutions with point-to-point encryption (P2PE) and end-to-end encryption (E2EE), protecting customer data from the point of swipe through transmission to the payment processor. Our clients span verticals that require a high degree of security, auditing and control compliance, which is why all our payment solutions have P2PE/E2EE as a minimum standard, and why we also observe and adhere to any relevant regulations and legislation.

## BUSINESS CONTINUITY AND DISASTER RECOVERY

Compass Group is migrating all services and applications to our cloud-based network to ensure greater business continuity. As part of this transition, we are amending documents, plans and procedures to align with new recovery processes, and conducting annual recovery testing of critical systems and applications. Should business processes be interrupted, field sites are capable of completing day-to-day activities in the interim until systems are back online.



## INCIDENT RESPONSE

Our internal policy and process provide a coordinated, effective and cohesive approach to privacy and information security incidents - ranging from unauthorized system intrusions to compromised privacy, data integrity or protection of confidential information.

The Cybersecurity Department coordinates investigations with other departments to research and resolve any incidents. To assist our efforts, a 24-hour Rapid Response Retainer with a leading security investigator is in place to perform extensive incident forensics and analyses when needed.

## DATA PRIVACY

We believe in the importance of data privacy and security as a fundamental principle of our operations. Compass Group has engaged in a comprehensive effort to inventory, map and classify the data we use. This effort supports our core principles of data minimization, privacy by design and honoring consumers' rights to their data.

**We have implemented a centralized, highly efficient method to process consumer data requests and communicate with them in a timely manner. Such efforts are reflected in our privacy policies found on our company web pages.**

# Investment Metrics


 **\$27M** invested annually

 **4K+**  
Next generation firewalls

**46K+** total number of merchant IDs (MIDs)

## ONGOING POS UPGRADE AND ENHANCEMENT PLANS

**1 TB DATA/DAY FED INTO CYBERSECURITY ANALYTICS TOOL**

 **55K+**  
devices with Advanced Malware Protection (AMP)  
31,000+ corporate devices  
24,000+ POS devices

 **250K+**  
intrusion attempts blocked annually

# EQUIPMENT

Our innovative solutions, product variety, customized packages and unmatched service have solidified our position as the leader in vending services since the start of the industry. Consistency and reliability are the foundation of our service - keeping our machines stocked, clean and running smoothly every day. Our network of corporate and franchise teams ensures we provide the same outstanding service throughout the country.

# Solutions

From traditional machines to the latest AI-powered robot vendors, our equipment options will make your vending solution simple, accessible and adaptable to the unique needs of your guests:



Glass-front beverage



Glass-front snack



Glass-front food



Coffee

## CANTEEN CONNECT

We make it easy to get in touch. Our vending machines feature a Connect label, allowing customers to connect directly to our app to access nutritional information, request service or a refund, and provide valuable feedback on the products and services offered. The Connect system lets us build reports and share insights tailored to your needs, continually identifying opportunities for improvement.



# The Smallest Retail Store in the World

We specialize in unattended retail, designing solutions that provide intuitive and simple shopping while ensuring customers always have access to their favorite products. We use data analytics to keep top sellers readily available and rotate slow movers out for new and trending items, delivering the best possible experience through the world's smallest retail store.

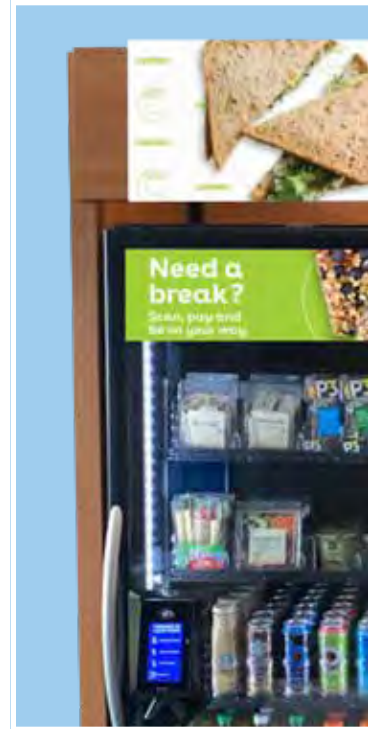
## Reliability

With help from our proprietary route accounting system, iVend, we know what you need when you need it. iVend provides instant access to product-specific sales and reports that enable us to make sure the right product is where it needs to be, when it needs to be there.

Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by handheld scanner. This vital insight lets our teams build the right product mix for every machine:

- Keep machines fully stocked:
  - Replace slow sellers with popular products
  - Customize product mix based on machine-specific data
  - Regularly introduce new items and rotate selections for increased variety
- Provide machine inventory tracking
- Automate cash auditing and credit collections
- Ensure reliable delivery processes through online route scheduling
- Provide accurate sales records using electronic data (DEX)
- Ensure accuracy of commission information





Kiosk Option

## Micromarket Solutions

If you want an on-site marketplace for guests to grab snacks and maybe a meal without having to go off-site, Avenue C has solutions for you. Our self-checkout markets offer hundreds of products in customized retail spaces. To date, we have more than 20,000 markets across the country.

Our market collection of Avenue C fixtures will bring new life to your retail space. We combined sleek steel frames, warm wood elements and open design to enable customization for every market, and a clean, inviting shopping experience for every guest. Multiple setups and checkout options can accommodate a variety of space requirements.

### KIOSK

Our full build-out market solution is equipped with a payment kiosk that accepts credit cards, mobile wallets, thumbprints or cash to account. Our kiosks can also be programmed to accept employee cards. Kiosks are perfect for locations with a population of 200 or more.

The full build-out market solution:

- Offers more than 350 items:
  - Single-serve packaged snacks and beverages
  - Fresh food made in our USDA-certified commissaries
    - > Fresh food drop zone
  - Frozen meals
- Includes touchless self-checkout kiosks and J-hooks for limited-touch door opening
- Accepts mobile payment via our Connect & Pay® app, allowing users to accrue reward points toward in-market discounts with every purchase. We can even align with your wellness program to incentivize healthier items with bonus rewards.
- Requires a dedicated internet connection



Pico Option



Mobile Option

## PICO

This intuitive design offers a diverse product selection in a space-friendly package suitable for smaller offices, schools, distribution centers and more. For populations of 100-200, our Pico solution is the perfect fit.

This space-friendly market solution:

- Offers more than 250 items, including fresh food
- Accepts credit cards, plus mobile payment via our Connect & Pay® app
  - Fast and easy shopping
  - Loyalty platform
- Works on cellular or wireless internet

## MOBILE

This compact market solution is perfect for populations of 25-100 and can be installed against a wall or on a countertop.

Just because it's small doesn't mean it lacks variety – it is stocked with up to 100 items.

There's no payment kiosk here. To check out, guests simply use the Connect & Pay® app:

- Download the Connect & Pay® app from the app store
- Fund your account or pay as you go via credit card
- Scan the barcode to pay
- Walk away and enjoy

We provide the best-selling, trending and most sought-after snacks. With more than 250,000 SKUs, we gather relevant data and work with you to create a robust vending program.



## Our Food

Our data gathering includes leveraging industry trends and reports from Mintel, Nielsen, Forbes, SPINS, Technomic and Datassential, among others. We pair this data with manufacturer trends, regional product preferences and internal survey results to curate a unique product mix for your location. After initial machine implementation, we track sales data and conduct customer surveys to continually adjust product mix to preferences, introducing new products and phasing out slow sellers, guaranteeing your vending offerings have something for everyone.

With **Choice Plus**, we make the healthy choice the easy choice by supporting a healthier lifestyle on-the-go.

Choice Plus was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.



**CHOICE PLUS**

### BEVERAGE OPTIONS

We have specific criteria for beverages based on sugar/sweetener content and nutritional value.

### SNACK OPTIONS

- Fewer than 250 calories
- Zero grams of trans fat
- Fewer than 3 grams saturated fat
- Fewer than 230 milligrams of sodium
- Fewer than 20 grams of sugar



# Marketing and Promotions

We strategically place signs in gathering spaces and high-traffic areas to communicate the latest features, offers and promotions to your team. Marketing vehicles include flyers, table tents, posters, e-blasts, LCD monitors and digital displays.



# Transition

We make transitioning easy. A typical implementation takes 30 to 45 days. The process begins once a letter of intent or a contract is signed. This includes a detailed survey of your measured available space for machines, an evaluation of details that need to be taken into consideration, and market research. We understand the ratio of total population versus the amount of equipment you'll need and make recommendations accordingly.

# FINANCIALS

To deliver an innovative vending solution for City of Orlando, we have built a financial model for you that includes both human resource expertise and capital investment to fund new and engaging concepts.

# Product Pricing

Based on our discussions, the information you provided us and our analysis of your needs, we have developed the following pricing plan. Canteen will operate vended refreshment services at your facility under a profit-and-loss scenario. We will vend all products at mutually agreed upon price levels.

Product Category	Product Name	Proposed
BOTTLE BEV	Barq's Root Beer (20oz)	\$2.25
BOTTLE BEV	Canada Dry Ginger Ale (20oz)	\$2.25
BOTTLE BEV	Cherry Coke (20oz)	\$2.25
BOTTLE BEV	Coca Cola Classic (20oz)	\$2.25
BOTTLE BEV	Coca Cola Zero Sugar Bottle (20oz)	\$2.25
BOTTLE BEV	Crush Grape (20oz)	\$2.25
BOTTLE BEV	Crush Orange (20oz)	\$2.25
BOTTLE BEV	Diet Coke (20oz)	\$2.25
BOTTLE BEV	Diet Dr Pepper (20oz)	\$2.25
BOTTLE BEV	Diet Mountain Dew (20oz)	\$2.25
BOTTLE BEV	Diet Pepsi (20oz)	\$2.25
BOTTLE BEV	Dr Pepper (20oz)	\$2.25
BOTTLE BEV	Fanta Orange (20oz)	\$2.25
BOTTLE BEV	Fanta Pineapple (20oz)	\$2.25
BOTTLE BEV	Lipton Diet Green Tea with Citrus (20oz)	\$2.25
BOTTLE BEV	Lipton Green Tea with Citrus (20oz)	\$2.25
BOTTLE BEV	Mist Twist/Sierra Mist Lemon Lime (20oz)	\$2.25
BOTTLE BEV	Mountain Dew (20oz)	\$2.25
BOTTLE BEV	Mountain Dew Code Red (20oz)	\$2.25
BOTTLE BEV	Mountain Dew Voltage (20oz)	\$2.25
BOTTLE BEV	Pepsi (20oz)	\$2.25
BOTTLE BEV	Pepsi Wild Cherry (20oz)	\$2.25
BOTTLE BEV	Pibb Xtra (20oz)	\$2.25
BOTTLE BEV	Schweppes Ginger Ale (20oz)	\$2.25
BOTTLE BEV	Sprite (20oz)	\$2.25
BOTTLE BEV	Sprite Zero Sugar (20oz)	\$2.25
BOTTLE BEV	Starry Lemon Lime Soda (20oz)	\$2.25
BOTTLE BEV	Lipton Peach Iced Tea (20oz)	\$2.25
BOTTLE BEV	Minute Maid Lemonade (20oz)	\$2.25
CANDY	Lance Cream Cheese & Chives Captain Wafer (1.375oz)	\$0.75

Product Category	Product Name	Proposed
CANDY	Lance Grilled Cheese Captains Wafers (1.375oz)	\$0.75
CANDY	Lance Toastchee Peanut Butter Cheese Crackers (1.52oz)	\$0.75
CANDY	Lance Toasty Peanut Butter Crackers (1.29oz)	\$0.75
CANDY	Lays Munchies Cheese Peanut Butter Cracker (1.42oz)	\$0.75
CANDY	Lays Munchies Peanut Butter Toast Cracker (1.42oz)	\$0.75
CANDY	3 Musketeers V (1.92oz)	\$1.35
CANDY	Butterfinger (1.9oz)	\$1.35
CANDY	Cinnamon Toast Crunch Cereal Bar (1.42oz)	\$1.35
CANDY	Double Barrel Salami Stick (1oz)	\$1.35
CANDY	Just Born Hot Tamales (1.8oz)	\$1.35
CANDY	Just Born Mike & Ike Original Fruit (1.8oz)	\$1.35
CANDY	Kars Salted Cashews (1oz)	\$1.35
CANDY	Kars Sweet n Salty Trail Mix (2oz)	\$1.35
CANDY	Kellogg Nutrigrain Apple Cinnamon Cereal Bar (1.3oz)	\$1.35
CANDY	Kellogg Nutrigrain Strawberry Cereal Bar (1.3oz)	\$1.35
CANDY	Kit Kat (1.5oz)	\$1.35
CANDY	Kit Kat (2.04oz)	\$1.35
CANDY	M&M Peanut V (1.74oz)	\$1.35
CANDY	M&M Plain V (1.69oz)	\$1.35
CANDY	Milky Way V (1.84oz)	\$1.35
CANDY	Nabisco Belvita Blueberry Breakfast Biscuits (1.76oz)	\$1.35
CANDY	Nabisco Fig Newtons (2oz)	\$1.35
CANDY	Nature Valley Crunchy Oats and Honey (1.5oz)	\$1.35
CANDY	Nuclear Sqworms (2oz)	\$1.35
CANDY	Oreo Chocolate Cookie (2.4oz)	\$1.35
CANDY	Planters Salted Peanuts (2oz)	\$1.35
CANDY	Reeses Peanut Butter Cups (1.5oz)	\$1.35
CANDY	Skittles Original Fruit (2.17oz)	\$1.35
CANDY	Skittles Original Fruit V (2.17oz)	\$1.35
CANDY	Snickers V (1.86oz)	\$1.35
CANDY	Sour Patch Kids (2oz)	\$1.35
CANDY	Starburst Original Minis V (1.85oz)	\$1.35
CANDY	Twix V (1.79oz)	\$1.35
CANDY	Wonderful Pistachios No Shells (.75oz)	\$1.35
ENERGY	Bang Blue Razz Brain & Body Fuel (16oz)	\$3.00

Product Category	Product Name	Proposed
ENERGY	Celsius Sparkling Orange (12oz)	\$3.00
ENERGY	Celsius Sparkling Peach Vibe (12oz)	\$3.00
ENERGY	Celsius Sparkling Wildberry (12oz)	\$3.00
ENERGY	Monster Energy (16oz)	\$3.50
ENERGY	Monster Energy Ultra Paradise (16oz)	\$3.50
ENERGY	Monster Energy Ultra Peachy Keen Zero Sugar (16oz)	\$3.50
ENERGY	Monster Energy Ultra Sunrise (16oz)	\$3.50
ENERGY	Monster Energy Zero Ultra (16oz)	\$3.50
ENERGY	Monster Mean Bean Java (15oz)	\$3.50
ENERGY	NOS High Performance Energy Drink (16oz)	\$3.50
ENERGY	Red Bull Energy Drink (8.4oz)	\$3.50
ENERGY	Red Bull Sugar Free Energy Drink (8.4oz)	\$3.50
ENERGY	Reign Total Body Fuel Orange Dreamsicle (16oz)	\$3.50
ENERGY	Rockstar Energy Drink (16oz)	\$3.50
ENERGY	Starbucks Double Shot Mocha (15oz)	\$3.50
ENERGY	Starbucks Double Shot Vanilla (15oz)	\$3.50
GENERAL MDSE	Bumble Bee Chicken Salad with Crackers (3.5oz)	\$2.75
GENERAL MDSE	Starkist Tuna Salad Deli Style Kit (3.28oz)	\$2.75
GUM & MINTS	Wrigleys Lifesavers Pep O Mint (.72oz)	\$0.75
GUM & MINTS	Wrigleys Doublemint Gum (6Stick)	\$0.75
GUM & MINTS	Wrigleys Juicy Fruit Gum (6stk)	\$0.75
GUM & MINTS	Wrigleys Lifesavers 5 Flavors (.9oz)	\$0.75
GUM & MINTS	Wrigleys Lifesavers Wint-O-Green (.72oz)	\$0.75
HYDRATION	Gatorade Cool Blue (20oz)	\$2.25
HYDRATION	Gatorade Fruit Punch (20oz)	\$2.25
HYDRATION	Gatorade Lemon Lime (20oz)	\$2.25
HYDRATION	Gatorade Orange (20oz)	\$2.25
HYDRATION	Gatorade Zero Glacier Cherry (20oz)	\$2.25
HYDRATION	Powerade ION4 Fruit Punch (20oz)	\$2.25
HYDRATION	Powerade ION4 Lemon Lime (20oz)	\$2.25
HYDRATION	Powerade ION4 Mountain Blast (20oz)	\$2.25
JUICE	Dole/Ocean Spray 100% Orange Juice (15.2oz)	\$2.00
JUICE	Ocean Spray Cranberry Cocktail (15.2oz)	\$2.00
JUICE	Ocean Spray Cranberry Grape (15.2oz)	\$2.00
LG SNACKS	Baken-ets Hot and Spicy Pork Rinds (1oz)	\$1.25

Product Category	Product Name	Proposed
LG SNACKS	Bugles Original (1.5oz)	\$1.25
LG SNACKS	Cheetos Crunchy (2oz)	\$1.25
LG SNACKS	Cheetos Flamin Hot (2oz)	\$1.25
LG SNACKS	Cheetos Flamin Hot Tangy Chili Fusion (2oz)	\$1.25
LG SNACKS	Cheezits (2oz)	\$1.25
LG SNACKS	Chester Fries Flamin' Hot (1.75oz)	\$1.25
LG SNACKS	Doritos Cool Ranch (1.75oz)	\$1.25
LG SNACKS	Doritos Flamin Hot Cool Ranch (1.75oz)	\$1.25
LG SNACKS	Doritos Nacho Cheese (1.75oz)	\$1.25
LG SNACKS	Doritos Sweet & Tangy BBQ (1.75oz)	\$1.25
LG SNACKS	Funyuns (1.25oz)	\$1.25
LG SNACKS	Lays BBQ (1.5oz)	\$1.25
LG SNACKS	Lays Dill Pickle Chips (1.5oz)	\$1.25
LG SNACKS	Lays Regular Chips (1.5oz)	\$1.25
LG SNACKS	Lays Salt & Vinegar (1.5oz)	\$1.25
LG SNACKS	Ludicrous Insanely Seasoned Potato Chips (1.5oz)	\$1.25
LG SNACKS	NatuChips Original Plantain Chips (2.25oz)	\$1.25
LG SNACKS	Oven Baked Lays Sour Cream & Onion (.875oz)	\$1.25
LG SNACKS	Ruffles Cheddar Sour Cream (1.5oz)	\$1.25
LG SNACKS	Smartfood White Cheddar Popcorn (.625oz)	\$1.25
LG SNACKS	Smartfood White Cheddar Popcorn (1oz)	\$1.25
LG SNACKS	Snyders Fat Free Mini Pretzel (1.5oz)	\$1.25
LG SNACKS	Sun Chips Garden Salsa (1.5oz)	\$1.25
LG SNACKS	Sun Chips Harvest Cheddar (1oz)	\$1.25
LG SNACKS	TGIF Cheddar Bacon Potato Skins (1.75oz)	\$1.25
LG SNACKS	Funables Mixed Berry Fruity Snacks (2.5oz)	\$1.50
LG SNACKS	Grandmas Mini Chocolate Chip Cookies (2oz)	\$1.50
LG SNACKS	Pringles Sour Cream and Onion (2.5oz)	\$1.75
LG SNACKS	Jack Links Teriyaki Beef Jerky (.9oz)	\$2.25
LG SNACKS	Second Nature Dark Chocolate Medley (1.75oz)	\$2.25
NON CARB BEV	Yoo-hoo Chocolate Drink Can (11oz)	\$1.50
NON CARB BEV	Aquafina (20oz)	\$1.75
NON CARB BEV	Dasani Water (20oz)	\$1.75
NON CARB BEV	Nestle Pure Life Purified Water (16.9oz)	\$1.50
NON CARB BEV	Dole/Ocean Spray 100% Apple Juice (15.2oz)	\$2.00

Product Category	Product Name	Proposed
NON CARB BEV	Glaceau Smart Water (20oz)	\$2.25
NON CARB BEV	Life Wtr Purified Water ph Balance (20oz)	\$2.25
NON CARB BEV	Snapple Apple PL (16oz)	\$2.25
NON CARB BEV	Snapple Kiwi Strawberry PL (16oz)	\$2.25
Nutrition Bars	Kind Fruit & Nut Bar (1.4oz)	\$2.25
Nutrition Bars	QuestBar Cookies & Cream Protein Bar (2.12oz)	\$2.75
PASTRY	Cloverhill Big Texas Cinnamon Roll (4oz)	\$1.50
PASTRY	Grandmas Mini Vanilla Cream Cookies (2.12oz)	\$1.50
PASTRY	Kellogg Pop Tarts Frosted Brown Sugar Cinnamon (3.3oz)	\$1.50
PASTRY	Kellogg Pop Tarts Frosted Strawberry (3.3oz)	\$1.50
PASTRY	Kellogg Rice Krispies Treats (2.13oz)	\$1.50
PASTRY	Knotts Berry Strawberry Shortbread Cookie (2oz)	\$1.50
PASTRY	Mrs. Freshleys Jumbo Glazed Honey Bun (4oz)	\$1.50
PASTRY	Mrs. Freshleys Jumbo Honey Bun (5oz)	\$1.50
PASTRY	Mrs. Freshleys Pecan Twirls (2oz)	\$1.50
PREMIUM TEA	Lipton PureLeaf Sweet Tea (18.5oz)	\$3.00
RTD Coffee	Dunkin Donuts French Vanilla Iced Coffee (13.7oz)	\$3.50
RTD Coffee	Starbucks Frappuccino Mocha (9.5oz)	\$3.50
RTD Coffee	Starbucks Frappuccino Vanilla (9.5oz)	\$3.50



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cans	5000	Each	\$1.00	\$5,000
2	20 Oz	5000	Each	\$2.25	\$11,250
3	Juice	5000	Each	\$2.00	\$10,000
4	Water	5000	Each	\$1.75	\$8,750
5	Sport Dr	10000	Each	\$2.25	\$22,500
6	Protein Dr	500	Each	\$3.25	\$1,625
7	Candy	30000	Each	\$1.35	\$40,500
8	Lss	4000	Each	\$1.25	\$5,000
9	Ss Chips	4000	Each	\$0.75	\$3,000
10	Pastry	1000	Each	\$1.50	\$1,500
11	Protein Bar	500	Each	\$2.75	\$1,375
12	Cookies	1000	Each	\$1.50	\$1,500
13	Crackers	1000	Each	\$0.75	\$750
14	Nuts	1000	Each	\$1.50	\$1,500
15	Mints	1000	Each	\$0.75	\$750
16	Cc	100000	Each	\$0.10	\$10,000
17	Mints, Lifesavers, Etc.	4000	Each	\$0.80	\$3,200.00
	<b>Total</b>				<b>\$125,000</b>

# Commission Statement

In most instances, sales increase because of several factors: the introduction of new product lines, a variety of beverages, large-size snack options and greater convenience and dependability. You can expect your return will also increase proportionately. At the close of each accounting period, Canteen will submit to you a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.

~\*7051com-5524--vamd2--  
 PERIOD COMMISSION STATEMENT BY VEND ACCOUNT 02LS001000

Report : 02LS001000	Compass Group USA, Inc.	Date: 03/25/2019
User ID : WYTH0021	Period Commission Statement by Vend Account	Time: 11:45:11
Page : 1	Period Ending 02/28/2019	System: PPD 020

Operator: 5524  
 @ - 5524  
 Bus Code: 00

Machine	Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Location: 001 Entrance							
69928	CAN BEV	1.00	83	83.00	0.00	83.00	12.80
	CANBY	1.25	16	20.00	0.00	20.00	4.00
	CREDIT CARD FEE	0.05	20	1.00	0.00	0.91	-0.10
	LG SNACKS	1.07	18	19.26	0.00	19.26	3.04
	NEW CAFE BEV	1.25	11	13.75	1.25	14.95	2.30
	PASTRY	1.25	3	3.75	0.00	3.75	1.25
	* Machine Totals:		150	140.25	1.25	140.00	29.37
	** Location Totals:		150	140.25	1.25	140.00	29.37
	*** Account Totals:		150	140.25	1.25	140.00	29.37

~\*7051com-5524--vamd2--  
 PERIOD COMMISSION STATEMENT BY VEND ACCOUNT 02LS001000

Report : 02LS001000	Compass Group USA, Inc.	Date: 03/25/2019
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Operator: 5524  
 @ - 5524  
 Bus Code: \*\*

Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Sub Branch Totals			140.25	1.25	140.00	29.37



# Letter of Intent

Date: \_\_\_\_\_

**Susan Amerson**  
**Regional Sales Director**  
**Canteen**  
**1050 Miller Rd**  
**Altamonte Spring, FL 32701**

Dear Susan,

Please accept this letter as our official notification to you of our acceptance of Canteen's proposal for vending services for City of Orlando.

We will expect your firm to be fully operational in our facilities beginning on \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

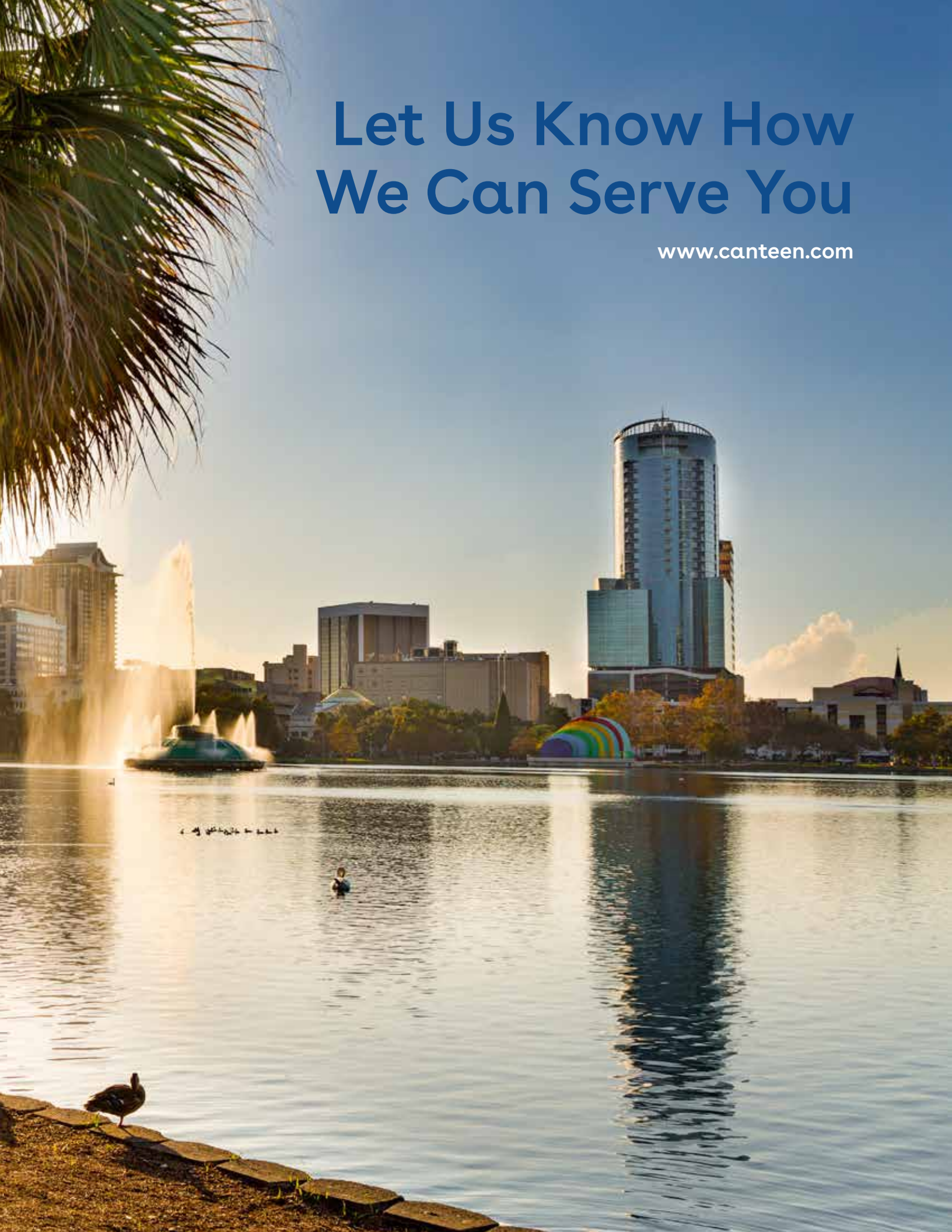
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



# Let Us Know How We Can Serve You

[www.canteen.com](http://www.canteen.com)



canteen

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