

**TERM CONTRACT FOR VENDING MACHINE SERVICES
(RFP-603691-19/TLR)**

THIS AGREEMENT is made and entered into this 28 day of April, 2020, by and between **COMPASS GROUP USA, INC. d/b/a CANTEEN VENDING SERVICES**, whose address is 8801 Enterprise Boulevard, Largo, Florida 33773, in this Agreement referred to as "VENDOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, pursuant to the Exhibit A Scope of Services, COUNTY desires to make beverages and hot/cold vending services available to the users and patrons of the Seminole County Facilities as listed in Exhibit B, according to the terms of this Agreement; and

WHEREAS, VENDOR is competent to provide vending services under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments set forth in this Agreement, COUNTY and VENDOR agree as follows:

Section 1. Purpose and Scope. The purpose of this Agreement is to set forth the terms and conditions under which VENDOR shall provide beverages and hot/cold vending services at the locations and prices specified in Exhibit B, attached to and incorporated in this Agreement. VENDOR shall perform the services more particularly described in Exhibit A, Scope of Services, attached to and incorporated in this Agreement.

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY Terri Post DEPUTY CLERK



Section 2. Term. The term of this Agreement commences upon execution of the Agreement by the parties and will continue in effect for a period of one (1) year and, at the option of the parties, may be renewed for two (2) additional one (1) year terms.

Section 3. Commission on Machines Gross Income.

(a) VENDOR shall pay COUNTY a commission in accordance with Exhibit B for all snacks and beverages sold in the designated location vending machines as shown on Exhibit B, paid on a monthly basis for the term of this Agreement.

(b) Commission not paid by the due date will bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

(c) All commissions under this Agreement will be paid monthly on or before the fifteenth (15th) day of the calendar month succeeding the month for which the payment is applicable.

(d) In computing the commission due, the first monthly accounting period will commence on the date VENDOR opens for business and will end at the close of business on the last day of the same calendar month.

(e) VENDOR shall pay COUNTY one hundred percent (100%) of the commissions due from gross sales at the locations specified on Exhibit B and based on the rates set forth in Exhibit B. VENDOR shall mail payments as provided in Exhibit B.

Section 4. VENDOR's Rights. Subject to the terms and conditions of this Agreement, COUNTY grants VENDOR an exclusive right to install all vending machines, which includes coin-operated beverage and hot/cold vending machines. COUNTY further grants VENDOR the right to install credit card readers on existing machines, but COUNTY will not receive any commission from the credit card user fee. These exclusive rights are limited to the locations as listed in Exhibit B to this Agreement.

Section 5. VENDOR's Responsibilities.

(a) VENDOR is responsible for obtaining all necessary permits and licenses, including all licenses and permits as required by the state and local authorities. VENDOR shall comply with all health, sanitary, and other regulation and laws.

(b) VENDOR shall ensure that all equipment, mobile units, and storage units, including their drive units and compressors, do not generate offensive noise levels and are neat and clean on the interior and exterior at all times. COUNTY's Contracts and Leasing Coordinator has the sole authority to determine offensive noises and cleanliness requirements.

(d) VENDOR will be responsible for all damage to its equipment if the damage is caused by fire, flood, lighting, or any cause beyond the control of COUNTY.

(e) VENDOR shall ensure that all personnel assigned to COUNTY facilities are courteous and properly attired at all times. VENDOR shall provide uniforms for its employees, including, at a minimum, a shirt or blouse with nametag identification.

(f) VENDOR shall properly maintain all vending areas to present a neat, clean, and attractive appearance to COUNTY and its patrons. VENDOR shall perform maintenance services required to comply with terms of this Agreement as COUNTY's Contracts and Leasing Coordinator may direct at VENDOR's sole cost.

(g) VENDOR shall provide all necessary vending equipment and fixtures to support its vending services under the terms of this Agreement. Equipment and fixtures must be adequate to respond to patron demand efficiently.

(h) VENDOR will be responsible for all equipment maintenance and repair, at its expense, as follows:

(1) Cleaning and polishing of the vending machines so that the equipment is clean and presentable at all times.

(2) Routine maintenance – all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) A realistic program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment must be instituted and carried out.

(5) A service repair telephone number shall be noted on all equipment.

(6) Maintenance and service must be performed within four (4) hours from a service call. All problems reported to VENDOR must be corrected within four (4) hours with the exception of a major breakdown. In case of a major breakdown, the machine may not be out of service more than forty-eight (48) hours before replacement.

(i) VENDOR shall participate in all aspects of COUNTY's recycling program, including source separation of waste and recyclables. VENDOR shall coordinate its recycling efforts with COUNTY's Recycling Coordinator.

(j) VENDOR shall provide prompt, efficient, and courteous service.

(k) The sale of items must be made from locations that are approved by COUNTY.

(l) The public's right of use and enjoyment of COUNTY facilities must not be infringed upon by any activity of VENDOR.

(m) VENDOR shall observe and comply with all rules and regulations adopted by COUNTY with respect to use of COUNTY facilities.

(n) VENDOR shall employ sufficient, suitable personnel and such employees are the sole responsibility of VENDOR. Employees must reflect personal cleanliness at all times.

(o) VENDOR shall obtain all licenses and permits as required by the state and local authorities and comply with all health, sanitary, and other regulations and laws.

(p) VENDOR shall maintain all assigned areas in a clean, sanitary condition, consistent with all pertinent health and sanitary codes and authorized health authorities.

(q) VENDOR shall maintain a high quality of soft drinks and sodas, and COUNTY reserves the right to determine whether a particular product complies with these standards.

(r) VENDOR shall have adequate restocking system procedures.

(s) VENDOR shall maintain a telephone and either email or a fax machine to communicate with COUNTY staff.

(t) VENDOR shall not employ any permanent or temporary COUNTY employee.

Section 6. COUNTY's Responsibilities.

(a) COUNTY shall provide trash dumpsters at the specified locations and VENDOR may utilize the dumpsters for disposal of trash generated at those dumpsters related to the sale of vending items.

(b) COUNTY shall maintain and repair its building structures designated for VENDOR's use, including electrical lines up to the point of connection with vending equipment. VENDOR shall indemnify COUNTY and be solely responsible for damages and repairs to COUNTY buildings and facilities caused by VENDOR and its employees, agents, and equipment.

Section 7. Removal of VENDOR Personnel. Upon written direction by COUNTY setting forth just cause, VENDOR shall remove from service at COUNTY facilities, any of VENDOR's employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. VENDOR shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

Section 8. Powers Reserved by COUNTY. COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality and retail prices of all vending items.

- (b) Final determination of all soft drink items.
- (c) Final determination of the design, layout, and location of all physical improvements for the vending activities and any future changes or modifications.
- (d) Final determination of access to all vending areas at all times.
- (e) The power to terminate this Agreement for acts of default by VENDOR in accordance with Section 12 of this Agreement.

Section 9. Financial Reporting and Accountability. VENDOR shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and substance of the accounting system are subject to the determination of the Support Services Manager and must include, but is not limited to, the following:

- (a) Complete separation of financial records for this vending operation from those of any other of VENDOR's enterprises or business activities at locations other than COUNTY locations.
- (b) A complete financial system that conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.
- (c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries, and copies of payroll tax returns, revenue, and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.
- (e) Any other specific accounting information related to the vending operation that is determined by COUNTY to be meaningful and necessary.
- (f) VENDOR shall maintain, at its principal place of business for a period of not less than five (5) years, documentation for transactions relating to the computation of Gross Revenue

and Net Sales. COUNTY has the authority to make copies of all records for the purpose of verifying the accuracy of VENDOR's financial obligations and payment to COUNTY. It is the responsibility of VENDOR to provide all information reasonably necessary for the audit at no expense to COUNTY.

(g) Unless notice of dissatisfaction is served by COUNTY, statements of VENDOR submitted to COUNTY will be deemed final and binding upon the parties within three (3) years after receipt by COUNTY.

(h) All accounting records, documents, books, inventories, and other such related information must be made available for COUNTY inspection at any time during the term of this Agreement. In addition to the right of inspection, COUNTY has the right at any time to conduct a full audit of VENDOR's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of VENDOR relative to performance of this Agreement. COUNTY is responsible to pay for all audits conducted by COUNTY or by COUNTY's independent accounting firm. However, VENDOR shall submit to COUNTY a copy of its annual certified audit performed by VENDOR's accounting firm.

(i) VENDOR shall provide a financial operating statement by the fifteenth (15th) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding month. VENDOR shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by COUNTY, including day-by-day statements including all payroll, product inventory in and out, and receipts, which must be accomplished daily. VENDOR shall provide a monthly report with each payment request and a copy of its annual certified audit performed by VENDOR's accounting firm.

Section 10. Indemnification of COUNTY. VENDOR shall indemnify and hold harmless COUNTY, its commissioners, officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of VENDOR, its agents, servants, employees, or other, or because of or due to the mere existence of this agreement between the parties.

Section 11. Insurance.

(a) General. VENDOR shall procure and maintain insurance required under this Section at VENDOR's own cost.

(1) VENDOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, VENDOR shall provide a copy of the section of the policy along with the Certificate of Insurance, otherwise VENDOR will provide an Endorsement. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation (10 days for non-payment), or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by VENDOR, VENDOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before

expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, if there is a dispute regarding coverage, VENDOR shall provide COUNTY with a copy of the applicable sections of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by VENDOR will relieve VENDOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(4) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by VENDOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of VENDOR.

(5) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then VENDOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and VENDOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(6) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of VENDOR or any other party.

(7) VENDOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, VENDOR shall immediately notify COUNTY as soon as VENDOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as VENDOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, VENDOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of VENDOR, VENDOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at VENDOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by VENDOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by VENDOR to maintain this required insurance coverage within the stated

period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) VENDOR's insurance must cover VENDOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employer's Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) VENDOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services

Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) VENDOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Products/Completed Operations	\$2,000,000.00 (aggregate)

(3) Business Auto Policy.

(A) VENDOR's insurance must cover VENDOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by VENDOR. In the event VENDOR does not own automobiles, VENDOR shall maintain coverage for hired and non-owned auto liability for autos used by VENDOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by VENDOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by VENDOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance

maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of VENDOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy, if required by this Agreement, must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy, if required by this Agreement, may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve VENDOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 12. Termination of Agreement for Breach.

(a) Material Breach: Any actions by VENDOR or any failure by VENDOR to perform any obligation under this Agreement that directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of COUNTY will be a material breach and will entitle COUNTY to terminate this Agreement and all of VENDOR's rights arising under the Agreement upon fifteen (15) days written notice. Nothing in this Agreement will preclude COUNTY or its agents from taking any immediate necessary action, including immediate termination to remedy dangerous or unsafe conditions or serious threats to the safety of COUNTY staff or the public, regardless of the impact upon VENDOR. COUNTY retains the right, through its Contracts and Leasing Coordinator, to determine whether any action or failure of VENDOR constitutes a material breach under this Agreement. Any such determination will be conclusive and binding upon the parties for terminating the Agreement in accordance with the foregoing.

(b) Loss of Essential Licenses – Extraordinary Breach. The loss by VENDOR of any license or permit necessary to the legal performance of VENDOR's duties and obligations under this Agreement will constitute an extraordinary breach of this Agreement and will be grounds for immediate termination by COUNTY. This provision applies specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection applies irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. COUNTY retains the right to demand performance that is in all ways satisfactory to COUNTY. COUNTY retains the exclusive right to determine whether performance is or is not satisfactory. In the event VENDOR's performance under this Agreement is deemed unsatisfactory, COUNTY will have the right to terminate this Agreement and all rights and obligations under this Agreement. Upon delivery of fifteen (15) day's written notice to VENDOR, notice of termination under this subsection will provide such additional time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Contracts and Leasing Coordinator.

(d) Insolvency. COUNTY has the right to immediately terminate this Agreement if: (1) VENDOR makes an assignment for the benefit of creditors; (2) VENDOR files a petition in bankruptcy; (3) VENDOR is adjudged a bankrupt; (4) the interest of VENDOR under this Agreement is levied upon and sold upon execution; (5) by operation of law the interest of VENDOR under this Agreement becomes vested in another person, firm, or corporation because of the insolvency of VENDOR; or (6) in the event that a receiver or trustee is appointed for VENDOR or the interest of VENDOR under this Agreement.

(e) Abandonment. In the event VENDOR ceases to operate the Concession awarded under this Agreement or vacates or abandons the premises or the vending machines, COUNTY will have the right to immediately terminate this Agreement.

(f) Termination Accounting. In the event of termination under this Section, each party will have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties shall submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination through an appropriate cause of action. In any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, COUNTY will be entitled to exclusive, free, and unobstructed use and possession of the concessions areas, immediately after the period for termination notice as provided for above has passed.

Section 13. Advertising. All advertising by VENDOR, on site and off site, of the concessions or VENDOR's services as it relates to this Agreement shall be approved by COUNTY's Contracts and Leasing Coordinator prior to use by VENDOR. VENDOR may also be permitted to utilize advertising mediums to publicize the existence of the concession's operation with COUNTY approval.

Section 14. Utility Service. COUNTY will not provide water, electricity, or sewer service to VENDOR's mobile unit.

Section 15. Taxes. VENDOR shall pay any and all taxes or special assessments that may be levied or assessed upon the Concession leased under this Agreement. VENDOR shall pay all taxes on its own personal property and leasehold. VENDOR is responsible for all sales taxes that may arise in connection with the operation of VENDOR's business.

Section 16. Termination for Convenience. Upon providing thirty (30) day advance written notice to VENDOR, COUNTY may terminate this Agreement for convenience of COUNTY.

Section 17. Inspection. COUNTY has the right to inspect, as it deems necessary, any or all of VENDOR's operations.

Section 18. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising under it, without the written consent of the other party.

Section 19. Subcontractors. VENDOR shall not enter into subcontracts for any of the services to be performed under this by VENDOR without the prior written consent of COUNTY.

Section 20. Independent Contractor. At all times and for all purposes within the scope of this Agreement, the relationship of VENDOR to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement may be construed to find VENDOR an employee of COUNTY, and VENDOR will not be entitled to any of the rights, privileges or benefits of Seminole County employees.

Section 21. Employee Status. Persons employed by VENDOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 22. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 23. Waiver of Breach or Default. Waiver of any default may not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement may not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

Section 24. Notices. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section:

For COUNTY:

Seminole County Facilities and Property Management Division
Contracts and Leasing Coordinator
205 W. County Home Road
Sanford, FL 32773

Copy to:

Seminole County Purchasing and Contracts Division
1301 E. 2nd Street
Sanford, FL 32771

For VENDOR:

Compass Group USA, Inc. d/b/a Canteen Vending Services
8801 Enterprise Boulevard
Largo, FL 33773

Section 25. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 26. Equal Opportunity Employment. VENDOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. VENDOR shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color,

religion, sex, age, disability, or national origin. This provision must include, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 27. Public Records Law.

(a) VENDOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. VENDOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, VENDOR shall provide COUNTY with all requested public records in VENDOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) VENDOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement,

(2) Contractor shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, VENDOR shall transfer, at no cost to COUNTY, all public records in possession of VENDOR, or keep and maintain public records required by COUNTY under this Agreement. If VENDOR transfers all public records to COUNTY upon completion of this Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains the public records upon completion of this Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to VENDOR. VENDOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 28. No Contingent Fees. VENDOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for VENDOR, to solicit or secure this Agreement and that VENDOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 29. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, VENDOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which VENDOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 30. Conflict of Interest.

(a) VENDOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Florida Statutes, Part III, relating to ethics in government.

(b) VENDOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of VENDOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 31. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 32. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

COMPASS GROUP USA, INC.
d/b/a CANTEEN VENDING SERVICES

DM Boykin
Witness
Diana M Boykin
Print Name
William Blauvelt
Witness
William Blauvelt
Print Name

By: Steve L
Print Name: Steve Luccia
Title: Division President
Date: 4/13/2020

Diane Reed
Witness
Diane Reed
Print Name
Betsy Cohen
Witness
Betsy J. Cohen
Print Name

SEMINOLE COUNTY, FLORIDA
By: Jaime Locklear
JAIME LOCKLEAR, Purchasing and
Contracts Manager
Date: 4/28/2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its 4/28,
20 20, regular meeting.

Approved as to form and
legal sufficiency.

Item #31

Brian Puth
County Attorney

BP/lpk
3/20/20
T:\Users\Legal Secretary CSB\Purchasing 2020\RFP-603691.docx

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Location List/Price Proposal/Menu

Part - 1
Scope of Services

VENDING MACHINE SERVICES

- I. **SCOPE OF SERVICES.** To supply Seminole County facilities with various types and sizes of vending machines located throughout the County.
- II. **INSTALLATION.**
 - A. The Vendor accepts full responsibility for the installation and efficient operation of equipment. This contract does not include any needed cleaning of the vending machines.
- III. **MACHINES.**
 - A. All machines must be current models less than two (2) years old and in good working condition. If the machine cannot be maintained in operational order or if it is in constant need of repair, the machine will be replaced. No old, outdated or obsolete machines will be used in any areas. Machines with dents, cracks, paint chips, etc. will not be acceptable. Vendor will repair or replace such equipment at its expense and the fee paid to the County will not be affected. All machines will be on rollers.
 - B. Level of service at each location noted on Exhibit "B":
- IV. **UTILITIES AND OTHER CONSIDERATIONS.**
 - A. Seminole County will provide water service, electricity, lighting, heating and air conditioning of designated premises, but without liability on the Seminole County's part arising from temporary interruption because of breakdown, power failure or like causes. Vendor's use of such utilities will exercise the same degree of care and economy as would be exercised if they were paying for such utilities.
 - B. The County will provide one (1) ice machine at the County Services Building.
 - C. Vendor must provide all paper products, condiments, utensils, and related accessories for products in vending machines.
 - D. It is recommended that the Vendor provide microwaves, napkins, utensils, etc. for a full service operation. Maintenance, cleaning and restocking of these items is the full responsibility of the Vendor.
 - E. The County owns (2) Keurig Coffee Machines (one located at the Criminal Justice Center and one at the Civil Courthouse) for which a variety of K-cups must be provided in the snack machine. The vendor is to report any repairs and maintenance needs to the County Representative. Repairs and maintenance of both machines will be the County's responsibility.
 - F. The Vendor will check in with the contact person at each location every time the machines are serviced. The name of a contact person will be supplied upon award.

V. SERVICING / SERVICE HOURS.

- A.** All machines will be serviced on a daily basis (Monday through Friday) or as needed or specified by the County. Vendor will specify the approximate time of day for servicing of vending machines. Machines should not be serviced during normal lunch hours (11:00 AM – 2:00 PM).
- B.** Vendor must be on call at all times during operation of vending services, with a response time of not more than four (4) hours to service and/or repair breakdown of machines.
- C.** No services will be required or accepted on designated holidays unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.
 - i.** New Year's Day
 - ii.** Martin Luther King's Birthday
 - iii.** Memorial Day
 - iv.** Independence Day
 - v.** Labor Day
 - vi.** Veteran's Day
 - vii.** Thanksgiving Day
 - viii.** Day after Thanksgiving
 - ix.** Christmas
 - x.** New Year's
- D.** Additional facilities may be added or deleted throughout the life of this contract by amendment.

VI. POSTING OF PRICES.

- A.** Prices must be plainly posted on each vending machine. The County will be the sole judge of sign quality, size of letter and propriety of any signs posted.

VII. REFUNDS.

- A.** Vendor will provide a procedure for patrons of vending services to receive refunds for faulty machines and any products that are not up to standard. The procedure for refunds must be immediate.

VIII. QUALITY.

- A.** All food items must be fresh at all times and of current manufacture. All merchandise kept for sale will be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise will be immediately removed from vending machines and will not be returned for sale.

IX. EMPLOYEES.

A. Background Check:

- i. A standard background check will be required on the employees of the successful Vendor(s) to access and perform work at all locations on Exhibit "B".
- ii. The Vendor will provide the County with a list of all personnel (including their social security numbers and driver's license numbers) assigned to this account.

B. The County reserves the right to require removal of an employee from this account.

C. The Vendor will not employ any person or persons to serve any County facility who will use improper language or act in a loud, boisterous manner. The Vendor's employees will at all times be polite and courteous in their dealing with patrons of the County.

Part - 4
Price Proposal

RFP-603691-19/TLR – Term Contract for Vending Machine Services

Name of Proposer: Compass Group USA, Inc. by and through its Canteen Division

Mailing Address: 8801 Enterprise Boulevard

City/State/Zip: Largo, FL 33773

Phone Number: (888) 664-1322 **FAX Number:** (813) 664-1940

E-Mail Address: Steve.Luccia@compass-usa.com

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

Commission:

Commission paid to the County is to be based on a percentage of **gross income** from sales of food and beverage products less any applicable state sales taxes.

Food, Snack and Beverage Sales:

For each month of the Agreement, the Contractor shall pay to the County TBD percent of Contractor's **gross income** from each machine during each calendar month. The date the Commission is required will be determine after the Agreement is executed.

Commission not paid by the due date agreed upon shall bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

For the first year of this contract, prices in all vending machines will remain at or below those prices listed on the price sheet. At the end of the year, vendor may raise prices due only to increase in wholesale costs and only if approved by the County to do so. The County has final determination on all prices.

For each subsequent year, the Commission figure is subject to renegotiation and an agreement of the parties under Contract. If an agreement of the parties is not reached within a reasonable period as determined by the County, this Agreement may be terminated by either party.

The Contractor shall be responsible for paying all sales taxes and will not deduct such from the commissions owed to the County.

The Contractor shall include with the commission payment a detailed report of sales by location and vending machine including machine number and product.

Commissions are to be paid to the following:

BCC Locations & Split Location:
Seminole County Facilities Management
Division
Contracts & Leasing Coordinator
205 W. County Home Road
Sanford, Florida 32773

Sheriff's Office Locations & Split Location:
Seminole County Sheriff's Office
Finance Office
100 Eslinger Way
Sanford, Florida 32773

Health Department Location:
Seminole County Health Department/
Client Welfare Trust Fund
400 W. Airport Blvd.
Sanford, Florida 32773

The Contractor shall include a list of food/snacks and drink products with cost associated with each item as part of the Price Proposal.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 15th day of January, 2020.

Compass Group USA, Inc. by and
through its Canteen Division
(Name of PROPOSER)



(Signature of person signing FORM)

Steve Luccia
(Printed name of person signing FORM)

Division President
(Title of person signing FORM)

4. PRICE PROPOSAL

Using the attached Price Proposal form, the Proposer shall submit Commission percentage; and attach a list of food/snacks and drink products with cost associated with each item.

The Proposer shall include a list of food/snacks and drink products with cost associated with each item as part of the Price Proposal.

Part 4
Commission Proposal

Exhibit "B"
16

BCC LOCATIONS

	LOCATION	STAFFING	SODA	%	Other Drink	%	SNACK	%
1	Red Bug Park 3600 Red Bug Lake Rd Casselberry, FL	630,000 Emp/Public	2 Soda	21 %			1 Snack	21 %
2	Sanlando Park 401 W. Highland Street Altamonte Springs, FL	420,000 Emp/Public	1 Soda	21 %			1 Snack	21 %
3	County Services Building 1101 East First Street Sanford, FL	422 Emp/Public	4 Soda	21 %			1 Snack	21 %
4	Civil Courthouse 301 N. Park Avenue Sanford, FL	550 Emp/Public	3 Soda	21 %			1 Snack	21 %
5	Criminal Justice Center 101 Eslinger Way Sanford, FL	1,350 Emp/Public	7 Soda	21 %			3 Snack	21 %
6	Juvenile Justice Center 190 Eslinger Way Sanford, FL	100 Employees Plus Public	1 Soda	21 %	1 Sport	21 %	1 Snack	21 %
7	Animal Services 232 Eslinger Way Sanford, FL	28 Empolyees	1 Soda	21 %				
8	Central Branch Library 215 N. Oxford Rd. Casselberry, FL	31 Empolyees	1 Soda	21 %				
9	Central Transfer Station 1950 SR 419 Longwood, FL	40 Employees/Public	1 Soda	21 %				
10	Community Services 534 W. Lake Mary Blvd. Sanford, FL	31 Employees/Public	1 Soda	21 %				
11	Facilities Maintenance 205 W. County Home Rd. Sanford, FL	38 Employees	1 Soda	21 %				

Part 4
Commission Proposal

Exhibit "B"

12	Fire Department	N/A	1 Soda	21 %				
	201 Valentine Way							
	Sanford, FL							
13	Fleet Maintenance	30 Employees/Public	1 Soda	21 %				
	141 Bush Loop							
	Sanford, FL							
14	Lake Sylvan Park	Employees/Public	1 Soda	21 %			1 Snack	21 %
	845 Lake Markham Rd.							
	Sanford, FL							
15	Landfill	20 Employees	1 Soda	21 %				
	1930 E. Osceola Rd.							
	Geneva, FL							
16	Roads Division	75 Employees	1 Soda	21 %				
	149 Bush Loop							
	Sanford, FL							

100% Commission paid to Seminole County BCC

HEALTH DEPARTMENT

	LOCATION	STAFFING	SODA	%	SNACK	%
17	Health Department	75 Employees	1 Soda	21 %	1 Snack	21 %
	400 W. Airport Blvd.					
	Sanford, FL					

100% Commission paid to the Health Department

SHERIFF'S OFFICE LOCATIONS

	LOCATION	STAFFING	SODA	%	SNACK	%	FOOD	%
18	John E Polk Correctional Facility	242 Employees	4 Soda	21 %	4 Snack	21 %	1 Food	21 %
	211 Eslinger Way							
	Sanford, FL							
19	Juvenile Services Center	n/a	2 Soda	21 %	1 Snack	21 %		
	1151 East 28th Street							
	Sanford, FL							
20	Juvenile Detention Center	n/a	1 Soda	21 %	1 Snack	21 %		
	200 Eslinger Way							
	Sanford, FL							

100% Commission paid to SHERIFF'S OFFICE

SPLIT LOCATION

	LOCATION	STAFFING	SODA	%	SNACK	%
21	Sheriff's Office/Public Safety Building	350 Employees	5 Soda	21 %	2 Snack	21 %
	100 Eslinger Way					
	Sanford, FL					

60% Commission to the SHERIFF'S OFFICE and 40% Commission to Seminole County BCC

RFP-603691-19/TLR - Vending Machine Services

FOOD/SNACK NAME	PRICE
Kellogg Nutrigrain Blueberry Cereal Bar (1.3oz)	\$1.00
M&M Plain (1.69oz)	\$1.00
Planters Salted Peanuts (2oz)	\$1.00
PayDay (1.85oz)	\$1.00
Kars Sweet n Salty Trail Mix (2oz)	\$1.00
Nabisco Belvita Blueberry Breakfast Biscuits (1.76oz)	\$1.00
Lance Grilled Cheese Captains Wafers (1.375oz)	\$1.00
3 Musketeers (1.92oz)	\$1.00
Butterfinger (1.9oz)	\$1.00
Starburst Tropical Fruit Chews (2.07oz)	\$1.00
Nature Valley Crunchy Oats and Honey (1.5oz)	\$1.00
Wonderful Pistachios (1oz)	\$1.00
Snackwells Vanilla Creme Sandwich Cookies (1.7oz)	\$1.00
Sour Patch Kids (2oz)	\$1.00
Reeses Peanut Butter Cups (1.5oz)	\$1.00
Wrigleys Lifesavers Peppermint (.72oz)	\$1.00
Dentyne Ice Peppermint Split2Fit (16piec)	\$1.00
Starburst Original Fruit Chews (2.07oz)	\$1.00
Twix (1.79oz)	\$1.00
Lays Munchies Cheese Peanut Butter Cracker (1.42oz)	\$1.00
Nabisco Fat Free Fig Newtons (2.1oz)	\$1.00
Lays Munchies Peanut Butter Toast Cracker (1.42oz)	\$1.00
Hersheys Milk Chocolate with Almonds (1.45oz)	\$1.00
Kit Kat Big Kat (1.5oz)	\$1.00
Skittles Wild Berry (2.17oz)	\$1.00
Hersheys Cookies n Cream (1.55oz)	\$1.00
Quaker Chewy Chocolate Chip (1.48oz)	\$1.00
Snickers (1.86oz)	\$1.00

FOOD/SNACK NAME	PRICE
Blue Diamond Smokehouse Almond (1.5oz)	\$1.25
Nature Valley Crunch Peanut Butter (1.5oz)	\$1.00
Clif Builders Chocolate Peanut Butter Bar (2.4oz)	\$2.75
M&M Peanut (1.74oz)	\$1.00
Skittles Original Fruit (2.17oz)	\$1.00
M&M Pretzel (1.14oz)	\$1.00
Kellogg Nutrigrain Strawberry Cereal Bar (1.3oz)	\$1.00
Wrigleys Doublemint Gum (15stk)	\$2.00
Wrigleys Altoids Peppermint (1.76oz)	\$3.00
Tic Tac Freshmints (1oz)	\$1.75
Ice Breaker Sugar Free Sours (1.5oz)	\$3.00
Tic Tac Orange (1oz)	\$1.75
Trident Splash Strawberry Lime (9 Stick)	\$1.75
5 Hour Energy Berry (1.93oz)	\$3.00
Doritos Nacho Cheese (1.75oz)	\$1.00
Cheetos Crunchy (2oz)	\$1.00
Frito Spicy Jalapeno (2oz)	\$1.00
Fritos Flavor Twists with Honey BBQ (2oz)	\$1.00
Kellogg Special K Cheddar Cracker Chips (.87oz)	\$1.00
Lays Regular Chips (1.5oz)	\$1.00
Grandmas Mini Chocolate Chip Cookies (2oz)	\$1.00
Austin Zoo Animal Crackers (2oz)	\$1.00
Cheezits (2oz)	\$1.00
Ruffles Cheddar Sour Cream (1.5oz)	\$1.00
Fritos (2oz)	\$1.00
Oven Baked Ruffles Cheddar Sour Cream (1.125oz)	\$1.00
Nabisco Wheat Thins Popped Sour Cream and Onion (.8oz)	\$1.00
Doritos Cool Ranch (1.75oz)	\$1.00

FOOD/SNACK NAME	PRICE
Chester Bacon Cheddar Fries (1.75oz)	\$1.00
Cheetos Cheddar Jalapeno (2oz)	\$1.00
Smartfood White Cheddar Popcorn (1oz)	\$1.00
Lays Quaker Baked Cheddar Snack Mix (1.75oz)	\$1.00
Bugles Original (1.5oz)	\$1.00
Snyders Fat Free Mini Pretzels (1.5oz)	\$1.00
Lays Southern Biscuit & Gravy (1.5oz)	\$1.00
Lays BBQ (1.5oz)	\$1.00
Lays Wavy Hickory BBQ (1.5oz)	\$1.00
5 Hour Energy Extra Strength Berry (1.93oz)	\$3.00
Kellogg Rice Krispies Treats (2.13oz)	\$1.25
Grandmas Mini Vanilla Cream Cookies (2.12oz)	\$1.25
Welchs Mixed Fruit Snacks (2.25oz)	\$1.25
Mrs. Freshleys Jumbo Glazed Honey Bun (4oz)	\$1.25
Kellogg Pop Tarts Frosted Strawberry (3.67oz)	\$1.25
Mrs. Freshleys Doughnut Sticks (3oz)	\$1.25
Reeses Peanut Butter Cups (2.1oz)	\$1.25
Kind Bars (1.4oz.)	\$2.50
Sahale Fruit and Nut Bar (1.5oz.)	\$2.00
Nature Valley Protein Bar (1.42oz.)	\$1.75
Brookside Dark Choc (3 oz.)	\$3.25
Jack Links (.9oz)	\$2.25
Orbit 14 piece	\$1.75
SMARTFOOD® POPCORN .625 OZ	\$1.00
SMARTFOOD® POPCORN DELIGHTS 72/.5 OZ	\$1.00
OVEN BAKED CRUNCHY 104/.875 OZ	\$1.00

FOOD/SNACK NAME	PRICE
OVEN BAKED CHEETOS® CRUNCHY HOT 104/.875 OZ	\$1.00
CHEETOS OVEN BAKED WHOLE GRAIN WHT CHEDDAR 104/.875 OZ	\$1.00
FUNYUNS OVEN BAKED WHOLE GRAIN RICH 104/.75 OZ	\$1.00
BAKED! RUFFLES CHEDDAR SOUR CREAM 60/0.8 OZ	\$1.00
REDUCED FAT DORITOS® COOL RANCH 72/1 OZ	\$1.00
REDUCED FAT DORITOS® NACHO 72/1 OZ	\$1.00
REDUCED FAT DORITO® SPICY SWEET CHILI 72/1 OZ	\$1.00
REDUCED FAT DORITOS® FLAMAS 72/1 OZ	\$1.00
REDUCED FAT DORITOS® WILD WHITE NACHO 72/1 OZ	\$1.00
REDUCED FAT TOSITOS 104/.875 OZ	\$1.00
REDUCED FAT PUFFS 72/1 OZ	\$1.00
REDUCED FAT PUFFS HOT 72/1 OZ	\$1.00
Welchs Mixed Fruit Snacks (1.55oz)	\$1.25
Nature Vly Oats&Honey	\$1.00
Hot Pockets	\$2.00
White Castle	\$2.00
Breakfast Sandwiches	\$2.50
Wedge Sandwiches	\$2.50
Variety of Subs/Salads	\$2.00 - \$4.00

BEVERAGE NAME	PRICE
Gatorade G2 Fruit Punch (20 oz.)	\$1.50
Gatorade G2 Grape (20 oz.)	\$1.50
Pepsi Wild Cherry (20 oz.)	\$1.50
Fuze Iced Tea Lemon (20 oz.)	\$1.50
Minute Maid Lemonade (20 oz.)	\$1.50
SoBe Life Water Fuji Apple Pear (20 oz.)	\$2.00
SoBe Life Water Pacific Coconut with Coconut Water (20 oz.)	\$2.00
Cherry Coke Zero (20 oz.)	\$1.50
Lipton Brisk Sweet Iced Tea (20 oz.)	\$1.50
Diet Mountain Dew (20 oz.)	\$1.50
Diet Pepsi (20 oz.)	\$1.50
Dr Pepper (20 oz.)	\$1.50
Lipton Brisk Lemon Iced Tea (20 oz.)	\$1.50
Lipton Green Tea with Citrus (20 oz.)	\$1.50
Mountain Dew (20 oz.)	\$1.50
Pepsi (20 oz.)	\$1.50
Aquafina (20 oz.)	\$1.25
Mist Twist Lemon Lime (20 oz.)	\$1.50
Dr Pepper Cherry (20 oz.)	\$1.50
Lipton Brisk Fruit Punch (20 oz.)	\$1.50
Barq's Root Beer (20 oz.)	\$1.50
Sprite Zero (20 oz.)	\$1.50
Gatorade Cool Blue (20 oz.)	\$1.50
Gatorade Fruit Punch (20 oz.)	\$1.50
Gatorade Orange (20 oz.)	\$1.50
Ocean Spray 100% Apple Juice (15.2 oz.)	\$1.50
Ocean Spray 100% Orange Juice (15.2 oz.)	\$1.50
Ocean Spray Cranberry Grape (15.2 oz.)	\$1.50
Cherry Coke (20 oz.)	\$1.50
Coca Cola Classic (20 oz.)	\$1.50
Coca Cola Zero Sugar (20 oz.)	\$1.50
Diet Coke (20 oz.)	\$1.50
Fanta Grape (20 oz.)	\$1.50
Fanta Orange (20 oz.)	\$1.50

BEVERAGE NAME	PRICE
Sierra Mist (20 oz.)	\$1.50
Sprite (20 oz.)	\$1.50
Gatorade Lemon Lime (20 oz.)	\$1.50
Minute Maid 100% Apple Juice (15.2 oz.)	\$1.50
Powerade ION4 Fruit Punch (20 oz.)	\$1.50
Powerade ION4 Mountain Blast (20 oz.)	\$1.50
VitaminWater XXX (20 oz.)	\$1.50
Dasani Water (20 oz.)	\$1.25
Fanta Pineapple (20 oz.)	\$1.50
Minute Maid Fruit Punch (20 oz.)	\$1.50
Seagrams Ginger Ale (20 oz.)	\$1.50
SoBe Life Water Blood Orange Mango (20 oz.)	\$1.75
Minute Maid 100% Orange Juice (15.2 oz.)	\$1.50
Vitamin Water Power C (20 oz.)	\$1.75
Crush Grape (20 oz.)	\$1.50
Mountain Dew Voltage (20 oz.)	\$1.50
Ocean Spray Cranberry Cocktail (15.2 oz.)	\$1.50
Starbucks Frappuccino Coffee (9.5 oz.)	\$2.75
Hint Water Crisp Apple (16 oz.)	\$2.00
Lipton Iced Tea Mango (20 oz.)	\$1.50
Mug Root Beer (20 oz.)	\$1.50
Starbucks Frappuccino Vanilla (9.5 oz.)	\$2.75
Starbucks Frappuccino Carmel (9.5 oz.)	\$2.75
Diet Dr Pepper (20 oz.)	\$1.50
Minute Maid Cranberry Grape Juice (15.2 oz.)	\$1.50
Minute Maid Tropical Blend (15.2 oz.)	\$1.50
Starbucks Frappuccino Mocha (9.5 oz.)	\$2.75
Minute Maid Apple Juice (10 oz.)	\$1.50
Minute Maid Orange Juice (10 oz.)	\$1.50
Lipton Diet Green Tea with Citrus (20 oz.)	\$1.50
Monster Rehab Tea+Lemonade+Energy (15.5 oz.)	\$2.75
Red Bull Energy Drink (8.4 oz.)	\$2.75
Red Bull Sugar-Free Energy Drink (8.4 oz.)	\$2.75

BEVERAGE NAME	PRICE
Mountain Dew Kickstart Orange Citrus (16 oz.)	\$1.75
Ocean Spray Ruby Red Grapefruit (15.2 oz.)	\$1.50
Monster Energy Zero Ultra (16 oz.)	\$2.75
Lipton Brisk Strawberry Melon (20 oz.)	\$1.50
Lipton Iced Tea with Lemon (20 oz.)	\$1.50
Mountain Dew Code Red (20 oz.)	\$1.50
Amp Energy Boost Cherry (16 oz.)	\$2.75
Monster Energy (16 oz.)	\$2.75
Monster Energy Low-Carb (16 oz.)	\$2.75
Amp Energy Boost Grape (16 oz.)	\$2.75
Monster Energy Ultra Blue (16 oz.)	\$2.75
Gatorade Glacier Freeze Frost (20 oz.)	\$1.50
Rockstar Energy Sugar Free (16 oz.)	\$2.75
Starbucks Double Shot (6.5 oz.)	\$2.75
Monster Energy Absolutely Zero (16 oz.)	\$2.75
Monster Loca Moca Java (15 oz.)	\$2.75
Amp Energy Sugar Free (16 oz.)	\$2.75
Full Throttle Citrus Energy Drink (16 oz.)	\$2.75
Rockstar Energy Drink (16 oz.)	\$2.75
Rockstar Punched Tropical Fruit Punch (16 oz.)	\$2.75
Dunkin' Donuts Mocha Iced Coffee (13.7 oz.)	\$2.75
Mountain Dew Kickstart Fruit Punch (16 oz.)	\$1.75
Red Bull Orange Edition Tangerine Energy Drink (12 oz.)	\$2.25
Red Bull Red Edition Energy Drink (8.4 oz.)	\$2.25

Canned beverages were included, if so, what is the price?

Yes, canned beverages will be included at \$1.00

How are machine repairs and restocking requests handled?

Repairs and restocking requests can be called in to our office 24/7, emailed during normal business hours, or the QR code on the machine can be scanned and submitted to our web page.

What is the expected turnaround time for these requests?

Repairs are responded to within 24 hours